



Government of Bengal

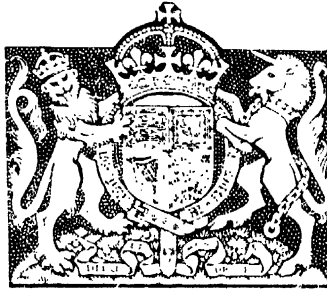
Revenue Department

**Report of the Non-Agricultural
Land Enquiry Committee**

6.7.50

Superintendent, Government Printing
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Report of the Non-Agricultural Land Enquiry Committee.

Chapter I.

We were appointed on the 1st August 1938 by His Excellency the Governor of Bengal to be a Committee:—

“To investigate the rights of the tenants of non-agricultural lands in the Province and to make recommendations as to what can be done to protect the tenants from eviction at the will of the landlords.”

2. The Committee was composed of the non-official members named in the list appended with the Hon'ble Member, Board of Revenue, as its President and the Special Land Acquisition Officer, 24-Parganas, as its Secretary. Mr. W. H. Nelson was the first President and on his retirement was succeeded by Mr. E. N. Blandy who continued as such when he became Chief Secretary in October 1940. Dr. Radha Binod Pal ceased to attend the deliberations of the Committee after his appointment to the Hon'ble High Court in January 1941 and has not signed this report. But by then our conclusions were to a great extent formulated and we wish to place on record our appreciation of the invaluable work that he put in and the very great assistance which he rendered to us in reaching those conclusions. We also wish to acknowledge the able and conscientious manner in which our Secretary, Babu Dinesh Chandra Gupta, B.C.S., has carried out his duties and the extremely hard work put in by Babu Sudin Krishna Mukherjee, Head Clerk of Land Acquisition Office, Alipore, who is mainly responsible under our Secretary's guidance for the tables and analyses which figure as the appendices to this report.

3. There have been in all 21 meetings of the Committee. The first was held on the 18th August 1938, at which it was decided to prepare a special record-of-rights with regard to non-agricultural lands of (a) some typical subdivisional municipalities, and (b) some mofussil bazars and hats. In the second meeting held on the 20th August 1938, it was decided to prepare a record-of-rights of non-agricultural lands at Diamond Harbour and Hingulganj in the 24-Parganas district, Comilla in Tippera, Bhairab Bazar in Mymensingh, and Hili in the district of Dinajpur. Certain instructions were drawn up for the purpose and the work entrusted to a Settlement Kanungo under the control and supervision of the Director of Land Records and Surveys, Bengal.

4. Simultaneously it was decided to circulate a questionnaire among public bodies, District Officers and important local organisations for eliciting public opinion. A summary of the answers received to the questionnaire was circulated to members and also a summary of the reports of the Kanungo based on the record-of-rights. These are printed as Appendices A and B to this report. In the subsequent meetings the deliberations centred round the question of ameliorating the conditions of non-agricultural tenants and certain recommendations were formulated by a majority at the 7th meeting of the Committee, but it was afterwards felt that it was premature to frame recommendations

and that the first requirement was to obtain a clear picture of the facts. At the eighth meeting of the Committee held on the 9th April 1940 some of the members having expressed the view that the information obtained from the record-of-rights were not sufficient for this purpose, a large number of Kabuliyats were obtained at random from District Officers, zemindars and the managers of Wards' Estate in different districts. These Kabuliyats were examined and analysed in the office of the Secretary to the Committee. This analysis also is printed as an Appendix C. After examination of these documents, it was unanimously decided at the tenth meeting held on the 1st June 1940 to draft, on the basis of the materials available, a statement of the facts as found by the Committee and thus to comply with the first portion of the terms of reference, and then to proceed to the second stage of our task namely to consider what steps were desirable to remedy such defects as this statement might reveal.

5. As regards our method of procedure we recognized from the outset that our terms of reference, as published under Notification No. 15179L.R., dated the 1st August 1938, while requiring us to "investigate the rights of the tenants of non-agricultural lands in the Province" at the same time limited the scope of our recommendations to suggestions for protecting such tenants from eviction at the will of their landlords.

6. It will be recognised that the expression "tenants of non-agricultural lands" is not easily definable. There is some difficulty in assigning any precise meaning to the term "non-agricultural" qualifying "lands". There may be "leases for agricultural purposes," or leases otherwise than for agricultural purposes. There may be "lands used for agricultural purposes" or "lands used for purposes other than agricultural" irrespective of the purposes of the lease. There may again be lands *capable* of being used for agricultural purposes though not actually so used and lands not so capable at all. It is difficult to see which of these is intended to come within the description "non-agricultural lands". So far as the existing law goes it concerns itself only with the "purpose of the lease" and not with the character of the land, and not often with its actual user.

Chapter V of the Transfer of Property Act, for example deals with leases of immovable property. By its section 117 it takes out of its scope not *agricultural lands* but "*leases for agricultural purposes*" and it is now well settled that the Bengal Tenancy Act deals not with any particular kind of land but with leases for agricultural purposes. The Resolution itself publishing the terms of reference on the present occasion has not defined the term. This exact expression however has recently been defined by the Bengal Legislature for another purpose in the Bengal Non-Agricultural Lands Assessment Act (Act XIX of 1936) and the definition given in section 2(4) of that Act runs as follows:—

"Non-agricultural land means land which, at the time when an order is made under section 3 in respect of the land, is used for purposes not connected with agriculture or horticulture, irrespective of whether such land or any part thereof was originally leased for agricultural or horticultural purposes or not but does not include—

(a) a homestead to which the provisions of section 182 of the Bengal Tenancy Act, 1885 apply,

- (b) subject to rules under this Act, the site of any mosque, temple, church or other place of public worship or of any charitable institution, with the adjacent land appertaining thereto,
- (c) a burial ground or burning ghat,
- (d) that portion of a tank where water is stored or accumulates during any part of the year,
- (e) land ordinarily used for agricultural or horticultural purposes which is lying uncultivated, or
- (f) land in the district of Darjeeling, Jalpaiguri or Chittagong which is used for purposes connected with the cultivation or manufacture of tea".

7. This definition has been considered by the Committee to be inapt for the purposes of the present enquiry and the Committee has adopted the following definition:—

"Non-agricultural land means land which is used for purposes not connected with agriculture or horticulture, irrespective of the purposes for which such land or any part thereof was originally leased or land which is held on lease for purposes not connected with agriculture or horticulture irrespective of its actual user, but does not include—

- (a) a homestead to which the provisions of section 182 of the Bengal Tenancy Act, 1885, apply, and
- (b) land in the districts of Darjeeling, Jalpaiguri or Chittagong which is used for purposes connected with the cultivation or manufacture of tea".

8. The nature of the task undertaken by the Committee cannot be appreciated without a brief preliminary survey of the history of tenancy legislation and a description of the state of the law as it at present exists. Originally in determining the incidents of the legal relation constituted by leases of land no distinction was drawn between agricultural and non-agricultural tenancies and the principles applicable to the relation of landlord and tenant in England were held applicable in this country, wherever no precise rule regulating the subject could be drawn from the Hindu or other common law of the country and certainly where those principles of English law appeared to be equitable. In fulfilment of the obligations imposed on the Government by clause 1 of Article VII of the Permanent Settlement Regulation I of 1793 for the protection of the dependent talukdars, raiyats and other cultivators of the soil the first effective steps were taken by the enactment of Act X of 1859. It was however only in the eighties of last century that a marked distinction in the treatment of the two classes of tenancies was made by the introduction of the Transfer of Property Act, 1882, and the Bengal Tenancy Act, 1885. The agricultural tenancies were carefully excluded from the operation of the Transfer of Property Act and for these agricultural tenancies the Bengal Tenancy Act, 1885, was enacted. To all intents and purposes the incidents of non-agricultural tenancies are now governed by the provisions of the Transfer of Property Act and the Indian Contract Act—except so far as the Settlement of fair rents of such tenancies in Crown and Temporary Settled Private Estates is concerned, for which the Bengal Act XIX of 1936 was introduced.

9. We have stated above that non-agricultural tenancies are now controlled by the provisions of the Transfer of Property Act and the Indian Contract Act. The Transfer of Property Act came into force on the 1st day of July 1882. By section 2 of the Transfer of Property Act it is provided that nothing therein contained shall be deemed to affect—

- (b) any terms or incidents of any contract or constitution of property which are consistent with the provisions of this Act and are allowed by the law for the time being in force;
- (c) any right or liability arising out of a legal relation constituted before this Act comes into force, or any relief in respect of any such right or liability.

Consequently, non-agricultural leases created before the 1st day of July 1882 are not affected by the provisions of the Transfer of Property Act.

Non-agricultural leases created since the 1st day of July 1882 are governed by the provisions of the Transfer of Property Act. Provisions material for our present purposes are contained in Chapter V of the Act, especially in sections 106, 108, 109, 111 to 116. These provide among various other matters, for (i) the duration of leases (section 106), (ii) rights and liabilities of the parties (section 108), (iii) determination of leases (section 111). All these provisions are however subject to a contract to the contrary, and consequently it is always possible for a tenant to contract out of these rights and liabilities.

10. In the absence of a contract or local usage to the contrary these tenancies are highly precarious. Leases for manufacturing purposes are terminable by six months' notice and those for other purposes are terminable by fifteen days' notice only. No ground for such determination need exist. A lease may also be determined by notice on various grounds as given in section 111. On the determination of his lease a tenant is given [section 108(h)] a limited right to remove all things which he has attached to the earth provided that he leaves the property in the state in which he received it. This right of removal may prove absolutely useless to a tenant who might have spent much in improving the land. Section 51 of the Act is scarcely of any avail to him in practice.

11. Leases are obviously matters of contract. In cases where there are written leases the incidents of the tenancy and the rights and liabilities of the tenants are controlled by the terms of the lease. In respect of matters not covered by the written terms the provisions of the Transfer of Property Act will control in cases of leases created after the 1st day of July 1882. The position of tenants under leases prior to that date is even less secure. Briefly summarised, the position stands thus:—

I.—Non-agricultural leases of dates prior to the 1st day of July 1882—

- (a) if there is any written lease—
 - (i) will be governed by the terms of that lease (so far as these terms go);
 - (ii) in respect of matters not covered by the terms of the lease will be governed by the then existing law;

(b) if there is no written lease—

- (i) terms of the contract will be sought to be found out from long course of conduct;
- (ii) in the absence of any such contract—will be governed by the then law.

II.—Non-agricultural leases since 1st July 1882—

(a) if there be any written lease: (see section 107, Transfer of Property Act—there must be written lease in certain cases).

- (i) its terms, so far as they go, will control:
- (ii) in the absence of a provision in the written lease, the provisions of the Transfer of Property Act will govern.

(b) if there be no written lease:—

- (i) when oral lease possible—terms of such oral contract will control:
- (ii) otherwise, provisions of the Transfer of Property Act will

12. It will be relevant to notice here that we had before us written leases of various dates and of various localities. A summary of the results of a more detailed analysis of these is given below. Many of these contain terms which render the position of the tenants highly precarious. In some cases the tenants paid high premiums only to secure a lease terminable at the mere will of the landlords. We are however told that in spite of such precarious terms tenants are seldom disturbed and in most of the cases in spite of the express right of the landlord to terminate the lease at his mere will, tenants have been allowed to remain undisturbed for several generations. Nevertheless though not perhaps extensively used the existence of these powers takes from the tenants all security of tenure and, which is perhaps of even more importance, all sense of security.

13. From the data collected and examined the following classes of tenancies in respect of non-agricultural lands have been found—

(I) Those created by written contracts—

- (A) with permanent mokarari incidents;
- (B) for specific periods; and
- (C) without specification of the duration of the tenancy;

(II) Those without written contracts but in possession of the tenant for—

(A) a long period—

- (i) origin being unknown,

(ii) origin known—

- (a) dating from before the Transfer of Property Act, 1882,
- (b) dating from after the Transfer of Property Act, 1882.

In either case—

- (i) the tenants having made structures of some description on the land; and
- (ii) without such structures;

(B) a short period.

14. (I) *Class I(A)*.—It appears from the record-of-rights and analysis of the *Kabuliyats* that these tenants have frequently to pay very high *salami* to the landlords in order to obtain these valuable rights. The conferment of such rights on the tenant is in every instance embodied in written and registered contracts. In consideration of a big sum the landlord surrenders in favour of the tenants all the rights normally exercisable by him. Such permanent *mokarari* tenancies are freely transferable and heritable, and the tenants are entitled to construct *pucca* structures, fell trees and utilise them. They are not liable to eviction at the will of the landlords.

The percentages of permanent *mokarari* tenancies work out as follows from the record-of-rights:—

		Per cent.
Comilla Town	...	22
Hili	...	5½
Basudehpur	...	3
Bhairab Bazar	...	11
Diamond Harbour	...	9½
Hingulganj	...	Nil.

(II) *Class I(C)*.—Incidents of the tenancies of this class are now controlled by the provisions of the Transfer of Property Act and Contract Act. Non-agricultural tenancies are generally created on payment of *salami* for specific periods but these periods can always be extended with the consent of the landlord and usually on payment of fresh *salami*. In the district of Mymensingh contracts without specification of period preponderate. These contracts do not confer permanent rights in the land or fixity of rent and the tenants remain liable to eviction at the will of the landlord. The grounds on which the non-permanent tenants are commonly evicted by their landlords are enumerated in paragraph 22 of this report. In evictions the general practice seems to be that a tenant is first summoned to the landlord's *kutchery* and asked to vacate the holding. In case of non-compliance he is served with a notice to quit generally on the expiry of 15 days or one month as the case may be. A longer respite may be allowed if the terms of the lease so provide. If despite the service of quit-notice a tenant declines to give up possession of a holding recourse to ejectment suit is taken.

The tenancies are non-transferable without the consent of the landlord. A large number of instances of transfers of such tenancies were recorded in the record-of-rights and in every case the transferee had to purchase recognition of the landlord either on payment of *salami* at varying rates or by agreeing to pay enhancement of rent or both, and had to execute a new lease. In some cases the landlord altogether refuses to recognise the transferee.

Usually non-permanent tenants are not allowed to erect buildings without the consent of the landlord for which some amount of salami is charged. At Bhairab Bazar many tenants were permitted to construct pucca structures as a safeguard against fire and theft, but as will be seen the rates of salami charged here are extremely high. No instances have actually been brought to the notice of the Committee where a tenant was actually ejected for building such pucca structures on the land; evidently they preferred to pay the salami demanded.

Several peculiar Kabuliyats known as "Dalani Kabuliyats" were obtained from the Mymensingh Raj. Under the terms of these Kabuliyats a tenant is entitled to construct pucca structures within a certain period—generally 3 years. Until the structures are built the tenant is treated as a tenant-at-will. On erection of the structures he acquires some sort of status but not so much as to protect him against eviction on any of the grounds described in paragraph 22. The tenancy is heritable and transferable but in case of transfer of the structures the landlord will have the option to buy. The tenants are precluded from felling trees and utilising them except when it is essential for the construction of buildings. In this class of tenancy the rent remains fixed as long as the tenancy subsists and there is no provision for enhancement. From an examination of these Kabuliyats it appears that notwithstanding the contracts being for unspecified periods and the tenants having paid salami the latter are not protected against eviction at the instance of the landlord on one or other of the grounds given in paragraph 22.

(III) *Class I(B)*.—This class of tenants takes settlement of the lands with or without salami for a limited period for a residence, a shop, or some such purpose. According to the terms of the leases they are required to vacate the lands on the expiry of the lease and even during the currency of the leases are liable to eviction at the instance of the landlord on short notice. The tenancies are heritable but not transferable without the consent of the landlord. Such consent is generally purchased on payment of salami. The transferees have to obtain the landlord's consent to the transfer on pain of eviction. The tenants are generally prohibited from erecting pucca structures, in some cases even a pucca plinth, and are permitted to do so only when salami is paid; the landlord is given the first option on the structures if these are sold. The tenants are precluded from felling trees that stand on the land. In effect, they are no better than tenants-at-will except that their rents remain undisturbed during the currency of the lease. On the termination of the lease the land reverts to the landlord and if the tenant wishes to stay on he has to obtain the landlord's consent and enter into a fresh agreement.

(IV) *Class II(A)*.—Here it must be remembered that before the Transfer of Property Act came into operation there was no statutory provision requiring written leases for the creation of permanent tenancies. The incidents of such tenancies can only be inferred from the facts, such as continued long possession of land from before that Act, or construction of structures thereon, combined with occasional inheritance and transfer. Reports obtained from some districts tend to show that a permanent right is never acquired except by a written contract and on payment of salami. When the origin of the tenancy is unknown long possession for residential purposes accompanied by the construction of substantial structures with undisturbed rent may lead to the inference of permanency. There are numerous reported

decisions on the point but they conflict and do not yield any general principle of great practical importance.

Class II(B).—These are governed by section 106 of the Transfer of Property Act and are terminable at short notice on either side.

15. We shall now briefly consider the incidence of rents of different kinds of tenancies. The average rate of rent *per acre* has been calculated from record-of-rights of different places as below:—

	Rs.
Hingulganj (24-Parganas) ...	291
Diamond Harbour (24-Parganas) ...	90
Bhairab Bazar (Mymensingh) (permanent) ...	227
Bhairab Bazar (Mymensingh) (temporary) ...	490
Comilla (Tippera) (permanent) ...	202
Comilla (Tippera) (temporary) ...	181
Hili (Dinajpur) (permanent) ...	228
Hili (Dinajpur) (temporary) ...	126

Where a non-agricultural tenancy is held directly under a proprietor the rate is much lower than where it is held under a tenure-holder or an under-tenure-holder.

16. The rent payable for a non-agricultural tenancy is generally controlled by the extent of the demand for lands in the locality. In Diamond Harbour and Hili the market value of land is 100 to 200 times the rent, in Bhairab Bazar generally 70 to 75 times and in exceptional cases 210 times; in Comilla it is 200 to 260 times, the average market value in the case of the permanent holdings being 260 times the rent and in the case of temporary holdings 50 times.

17. Analysis of the Kabuliyats shows the incidence of rent as follows:—

				Per acre.		
				Rs.	a.	p.
Mymensingh (permanent)	..	..	..	34	0	0
				to		
				80	0	0
Do. (non-permanent)	..	..	..	36	9	9
				to		
				75	0	0
Bhairab Bazar (non-permanent)	..	..	..	477	4	0
Bogra (permanent)	..	..	..	31	4	0
Do. (non-permanent)	..	..	..	10	0	0
Burdwan (permanent)	..	..	..	8	10	6
				15	10	6
Do. (non-permanent)	..	..	..	200	0	0
				39	0	0
Comilla (permanent)	..	..	..	25	7	0
Do. (non-permanent)	..	..	..	632	0	0
De Lawney Wards Estate (Tippera) (non-permanent)	..			276	0	0

				Per acre.
				Rs. a. p.
Rangpur (permanent)	..	..	.	4 0 0
Do. (non-permanent)	..	..	..	77 6 9
Jhamapukur Wards Estate (non-permanent)	..	..	..	12 0 0
Do. (permanent)	..	..	..	16 0 0
Tagore Raj Wards Estate (permanent)	..	..	..	76 0 0
Tarash Wards Estate (permanent)	..	..	..	255 5 6
Do. (non-permanent)	..	..	..	52 13 9
Serasol Raj Wards Estate (permanent)	..	..	..	110 4 9
Do. (non-permanent)	..	..	..	112 8 0
Midnapore Zemindary Co., Sikarpore (non-permanent)	..	..	..	31 0 0
Do. Dumkol (non-permanent)	..	..	..	320 0 0
Hili (non-permanent)	..	..	..	34 6 0

18. The special records-of-rights show the average rate of salami as follows:—

				Per acre
				Rs.
Hili	..	..	..	6,951
Do. (Basudebpur)	..	..	..	3,587
Diamond Harbour—				
Village Rainagar	..	..	..	1,272
Village Madhabpur	..	..	..	420
Village Dakshin Hazipur	..	..	..	884
Hingulganj	..	..	..	7,814
Bhairab Bazar	..	..	..	12,992
Comilla	..	..	..	10,629

19. From the analysis of the Kabuliyats the average incidence of salami works out as follows:—

				Per acre.
				Rs.
Mymensingh (Muktagachha Estate)—				
Permanent	..	..	..	6,995*
Non-permanent	..	..	..	11,133

*Those figures are surprising. It is at first sight anomalous that the average salami paid for the non-permanent tenancies should be so very much higher than that paid for the permanent. There are however two reasons for this apparent anomaly. The one is that the permanent tenancies are for the most part of long standing and originated when the demand for such holdings was not as great as it became later when the bazars, in which they are situated, became more fully developed and traders became anxious to pay a large premium even for temporary tenancies. The other explanation is that the salami charged for temporary tenancies is usually based not on the area but on the length of frontage to the site leased. A long frontage in a favourable position will command a very high premium, though the depth of the holding may be small. This naturally results in a very high rate *per acre* which is the basis of comparison.

		Per acre.
		Rs.
Bhairab Bazar (non-permanent)	..	38,060
Bogra (permanent)	..	1,275
Do. (non-permanent)	..	..
Burdwan (permanent)	..	572
Do. (non-permanent)	..	..
Rangpur (permanent)	..	263
Do. (non-permanent)	..	..
Tagore Raj Wards Estate (permanent)		4,782
Tarash Wards Estate (permanent)	..	2,161
Do. (non-permanent)		

In the district of Mymensingh the Mymensingh Raj charged salami ranging from 6 to 375 times the rents in granting permanent mokarari leases and 2 to 460 times of rents in respect of temporary leases. At Bhairab Bazar the salami charged for temporary leases works out at 11 to 60 times of the rents. In other districts no salami was charged for temporary leases.

20. It will be seen from the foregoing figures that the demands for salami are not regulated by any fixed standard but fluctuate according to the nature of demand for lands in the locality, the situation of the holding within the locality and people's capacity to pay.

21. *Interest on arrears of rent.*—No hard and fast rule exists in the matter of levy of interest on arrears. The information obtained from a large number of Kabuliyaats of different districts is summarised below :—

Name of district.	Permanent holding.	Temporary holding.
	Per cent.	
Mymensingh ..	3½	6 pies per rupee per month, at Re. 1 per cent. per month, at 25 per cent.
Bogra ..	12½	1 per cent. per month. 6 per cent.
Burdwan ..	2 per month.	1 per cent. 12½ per cent.
Comilla ..	..	At Rs. 2 per month.
Rangpur ..	2 per month	2 pies per rupee per month. Rs. 3-2 as. per cent. per month.
Jhamapukur Wards Estate ..	..	12½ per cent., damage at 25 per cent.

Name of district.	Permanent holding.	Temporary holding.
	Per cent.	
De Lawney Wards Estate ..	2 per month.	Rs. 3-2as. per month.
	25 damage.	Re. 1-0-8 per cent. per month.
Tagore Raj Wards Estate ..		At Rs. 12½ per cent. per month.
Tarash Wards Estate ..	1 per month.	Re. 1 per cent. per month.
Serasol Raj Wards Estate ..	2 per month.	Rs. 2 per cent. per month.
Midnapore Zemindary Co., Ltd. ..		25 per cent. damage.
Dinajpur (Hili)		25 per cent.

22. *Reasons for eviction of the tenants.*—(1) A tenant having permanent mokarari rights by contract is protected from eviction at the will of the landlord. He can only be evicted by a decree of the Court when he defaults or when he renders himself liable for eviction for breaches of any specific terms of the covenant. Instances of such eviction are rare.

(2) Other tenants may be ejected on any of the following grounds:—

- (i) that the landlord is in need of the land ostensibly for his own use;
- (ii) that the tenant is considered undesirable by the landlord;
- (iii) that the tenant has broken a condition of the lease on the breach of which he is liable to be ejected;
- (iv) that the tenant has failed to renew the lease on the expiry of a term;
- (v) that the tenant has refused to pay the salami or enhancement of rent fixed by the landlord at the time of renewal;
- (vi) that the transferee or the auction purchaser of the tenancy has refused to pay salami for recognition.

Chapter II.

23. In the foregoing paragraphs we have endeavoured to supply an answer to the first part of the terms of reference and to give a picture of the present position as regards non-agricultural tenancies. In this chapter we shall review briefly the disadvantages to which this class of tenantry is exposed. Their main grievances are that they are

largely at the mercy of the landlord in respect of the following matters, viz. :—

(1) In the matter of settling the terms of a lease: According to them, there is nothing to limit or in any way to control—

- (a) the amount of Salami demandable for a lease;
- (b) the rate or amount of rent demandable for a lease;
- (c) the terms of renewal;
- (d) the transferability or otherwise of the tenancy.

(2) In the matter of its enjoyment: According to them their powers—

- (a) to erect any permanent structure on the property or
- (b) to effect any permanent improvement, are greatly restricted.

They also complain of great difficulty in obtaining land for non-agricultural purposes, and further difficulties in transforming agricultural holdings into holdings for non-agricultural purposes. The latter amounts to perversion of user and as such entails forfeiture of the tenancy. The former touches the very inception of a tenancy and contemplates circumstances existing before any tenancy has come into being. It therefore falls outside the scope of our enquiry.

24. As regards the item (1) (c) and (d) above specified the matter is controlled by the contract between the parties and in the absence of any such contract, by section 108 (j) of the Transfer of Property Act. As the duration of non-agricultural tenancies is directly included within our reference we have given much thought to the question of transferability and our recommendations are designed to remedy what we consider the defects in the present law.

25. As regards item (2) the existing law is to be found in section 108 (p) and (h) of the Transfer of Property Act, which again is subject to any contract or local usage to the contrary. This matter is specifically covered by our proposals.

26. The difficulty, if any, in obtaining lands for non-agricultural purposes and the difficulty in transforming agricultural holdings into non-agricultural ones, again, touch the very coming into being of such a tenancy and themselves fall outside the scope of our enquiry. We shall however bear these in mind when giving shape to our recommendations in respect of existing tenancies.

27. We shall now endeavour to state what we consider to be the defects in the present position of the law.

Of the various kinds of tenancies described in paragraph 13, it is clear that in respect of tenancies created by written contracts with permanent mokarari incidents [Class I(A)] there is nothing which calls for criticism.

28. The next class, tenancies created by written contracts for specific periods [Class I(B)] lay the tenants open to the following disadvantages:—

- (a) the tenant is liable to eviction at the will of the landlord at the expiry of the term of his tenancy: (section 111 of the Transfer of Property Act).

- (b) he is also liable to such eviction before the expiry of the term if he is guilty of breach of any of the various terms which may be included in the contract.

In either case, subject of course to the terms of the contract, he gets no compensation either for salami paid or improvements effected in the land. We understand that not infrequently such tenancies are allowed to continue after the expiry of the term by mutual consent without any fresh contract being entered into. The tenancies then become terminable by the landlord at short notice under section 111 of the Transfer of Property Act and the tenants again can claim no compensation.

29. Class I(C) tenancies, under written contracts for unspecified periods, are somewhat less secure than Class I(B). By the operation of section 106 of the Transfer of Property Act the duration of such a lease will be determined with reference to its purpose. A lease for manufacturing purposes is deemed to be a lease for year to year, terminable by six months' notice expiring with the end of a year of the tenancy. A lease for any other non-agricultural purpose is deemed to be a lease from month to month terminable by fifteen days' notice expiring with the end of a month of the tenancy. These are also terminable by the landlord on breach of any of the written conditions.

30. It thus appears that in the cases of Class I(B) and Class I(C) tenancies the disadvantages to which the tenants are exposed arise almost wholly from the conditions of the contracts themselves. It is true, as already pointed out, that the tenants enter into these contracts with their eyes open, but in many cases the proverb "beggars cannot be choosers" seems to apply, and it will have to be considered whether and, if so, how tenants should be prevented from entering into contracts which are or may in certain events turn out to be inequitable. In this connection it should be remembered that land is a class of commodity of which the ownership has somehow passed into the hands of a limited number of people, though its user is essential for every living soul. There has thus arisen a monopoly condition in the matter of distribution of this very important commodity, essential for the existence of the people in general, and the so-called freedom of contract is largely illusory. Land no doubt can become an object of property as anything else. But it differs from other things because it is subject to the laws of natural limitation and does not enter into the category of goods which can be indefinitely increased. Freedom of contract in respect of such a commodity as land needs jealous watching. Further, contractual freedom is never considered as an absolute principle but is limited by motives of morality, public order, or social equity. There are many examples of equitable control in matters contractual. The legal prohibitions in all such cases tend to protect freedom itself against dangers which threaten it in certain conditions of life. Law should respect the freedom of contract up to the point where it becomes license and takes a position opposed to the principles of reason, justice, and the true interests of society which is composed of individuals. Reference to the history as to how land came into few hands will serve no practical purposes. But it is commonly believed that the origin of the present-day proprietorship in land in this province was some solemn error and that this solemnity has been allowed to prevail too long.

31. We now come to the tenancies without written contracts. As regards those of unknown origin or of known origin earlier than the year 1882, the main defect in the present position is the uncertainty of the view which the Courts will take of the incidents of the tenancy. The question here is whether it is desirable and possible to make the legal position more definite, e.g., by enacting that tenancies of this kind which can be shewn to have been in existence for more than a specified number of years shall be presumed to be permanent or transferable or heritable or all of these.

32. Tenancies without written contracts for a long period originating after 1882 are governed by the Transfer of Property Act. Under that Act the tenancy for more than a year has to be the subject of a written contract. If the tenant does not insist upon a written contract, it may reasonably be held that he has no ground for complaint. On the other hand, the proverb "beggars cannot be choosers" may apply here also. For example, a landlord may refuse to give a contract but may verbally permit and even encourage a tenant to build a pucca dwelling house on the land on the verbal assurance that he will not be disturbed. Here again it has to be considered whether any protection ought to be given and can be given to the tenant and, if so, how.

33. The last class of tenancy is a purely temporary arrangement for which the Transfer of Property Act itself does not require any written contract. These are entered into for temporary purposes, and it does not appear that in such cases any alteration in the provisions of the Transfer of Property Act is required. On the contrary it will be admitted on all hands that the position will be rendered intolerable both for the landlord and the tenant if all possibilities for such temporary arrangements are wholly denied.

Chapter III.

34. In the first chapter of this report we have tried to give a picture of present conditions and of the various types of tenancy now existing. In the second chapter we have examined the several disadvantages to which the tenants of non-agricultural lands are exposed. We shall now indicate the lines along which we consider that these disadvantages may best be removed or minimised. For this purpose we have divided these tenancies into four categories according to the objects for which the land is held or used and shall take under each category the several different kinds of tenancy enumerated in paragraph 13 of Chapter I. Our four categories are as follows:—

- (i) Those where the land is being used or held for residential purposes.
- (ii) Those where the land is being used or held for the purpose of business.
- (iii) Those where the land is being used or held for the purposes of manufacture, etc.
- (iv) Those where the land is being used or held for purposes other than those specified above.

35. The following are our recommendations:—

(i) tenancies where the land is being used or held for residential purposes:—

- (a) Purely *temporary* tenancies that are in existence for periods not exceeding one year with or without written contract [classes I(C) and II(B)] deserve no consideration. The existing law is adequate.
- (b) Tenancies without contracts that were in existence prior to 1882 (the year of the introduction of the Transfer of Property Act) [classes II(A)(i) and (ii)(a)] should be declared permanent, heritable and transferable.
- (c) Those without written contracts which have come into existence after 1882 and have existed for more than one year [class II(A) (ii)(b)] should be made permanent and heritable. Such tenancies should also be transferable by sale or gift on payment of a reasonable landlord's fee for each transfer. In the event of a holding being transferred in whole or part co-sharers and neighbours should have the right of pre-emption, to avoid the induction of undesirable elements. The tenants should be liable to eviction by the landlord only on the ground of substantial perversion of user, i.e., using the land for any purpose other than residential.
- (d) Those holding on written contract for unspecified periods in excess of one year [class I(c)] as well as those holding over after the expiry of a period specified in a written lease with or without the landlord's consent should be given permanent heritable rights and the right to transfer subject to the safeguards set out in paragraph (c) above.
- (e) Those holding on written contracts for specified periods [class I (B)] should at the end of the period be made permanent and heritable, and also transferable on payment to the landlord of reasonable fees to be determined if necessary by a competent Court with the further safeguards set out in (c) above.

36. (ii) Tenancies where the land is being used or held for purposes of business:—

- (a) Those without written contracts existing from before 1882 [classes II(A)(i) and (ii)(a)] should be made permanent, heritable and transferable by sale or gift. The landlord should have the right of pre-emption at such price as may be considered reasonable by a competent Court except when he has already consented to the transfer. The tenant should be subject to eviction for perversion of user or non-user for the purpose of the tenancy.
- (b) Those without written contracts which have come into existence after 1882 [class II(A)(ii)(b)] should be treated in the same way as (a) above.

- (c) Those holding on written contracts for unspecified periods [class I(c)] should be treated in the same way as (a) above.
- (d) Those holding on written contracts for specified periods [class I(B)] should enjoy rights similar to (a) above during the currency of the lease and on the termination of the lease should have the right of successive renewals on fair and reasonable terms to be determined, if necessary, by a competent Court. This proposal follows the principles of the English "Landlord and Tenant" Act of 1927.

37. (iii) Tenancies where the land is being used or held for the purposes of manufactures, etc:—

These in their several classes should be treated in the same way as tenancies where the land is held or used for the purposes of business [(ii) above].

38. (iv) Tenancies where the land is being used or held for purposes other than those specified above:—

These should generally be treated in the same way as class (ii) above, but some special safeguards may be necessary in respect of religious endowments and the like. Fisheries too stand in a class by themselves and we make no proposals in their regard as we understand that special legislation is contemplated in this matter.

39. The foregoing recommendations should be applied to all tenancies both existing and future and we consider it important that any future contract which purports to save any of their effects shall be to that extent void—in common parlance parties should not be allowed to "contract out". Subject also to the conditions which we have recommended for the several classes of tenancy we consider that tenants of non-agricultural lands having heritable and transferable rights should have full right of user, for example in residential tenancies they should be at liberty to construct any kind of residence they like, to dig tanks and to cut down trees.

40. Our proposals if accepted will, we feel, give the tenants of non-agricultural lands new and valuable privileges but we are impressed with the necessity of providing some safeguard to prevent the growth of a new class of land monopolists, which is clearly likely to happen if these rights are not circumscribed in one vital respect. We feel that the right to grant sub-leases must be rigidly curtailed and for this purpose would have it enacted that the sub-lease in whole or part of any non-agricultural land shall automatically annul any rights which a lessee may have acquired under our recommendations.

41. We also desire to enter a *caveat* that certain exceptions to our proposals may be necessary. The kind of tenancies that we have in mind are those granted by industrial undertakings of lands not immediately required for the industry. These may require special consideration but we feel that this may well be left to the legislature to determine. Special provisions will also be necessary to cover temporary leases such as we understand to be granted by the Calcutta Improvement Trust in the course of carrying out their development schemes. It will be clearly absurd that temporary leases of small

plots of land which may be granted in such circumstances should entail the acquisition of permanent, heritable and transferable rights or even the right to renewal. This might well defeat the whole object of the development scheme.

42. In conclusion we recommend that if our proposals find acceptance the Statute which embodies them shall be given specific application to all eviction cases which may be pending at the time of its enactment.

*E. N. BLANDY,
President.

*D. GUPTA,
Secretary.

*ABDUL LATIF BISWAS.
MD. MOHSIN ALI.

*SAFIRUDDIN AHMED.

*MOFIZUDDIN AHMED.
ABDUL KARIM.

ABDUL HAMID CHOWDHURY.

*MD. IBRAHIM.
BANKU BEHARI MANDOL,
DEBENDRANATH DAS.

*SHOSHI KANTO ACHARYA CHOWDHURY.

*HAMIDUDDIN AHMED.
MOFIZUDDIN AHMED (Dr.).

CALCUTTA,

The 5th May 1941.

*Signed subject to the minute of dissent, annexed.

Note.—The signature of Hon'ble Dr. Radha Binod Pal could not be obtained as he ceased to attend the deliberation of the Committee after his appointment to the Hon'ble High Court in January 1941.

Minute of dissent by Mr. E. N. Blandy, C.S.I., C.I.E., I.C.S., Chief Secretary to the Government of Bengal, President (Ex-officio).

I regret that I have to differ from the views of the majority of my colleagues in regard to two of the Committee's recommendations.

In paragraph 35 (i) (c) and (d) it is recommended that tenancies for residential purposes which have been in existence *for more than one year*, the period of tenancy not being covered by a written lease, shall acquire permanent, heritable and, subject to certain conditions, transferable status. This seems to me to be undesirable in the interest of the tenant-class themselves because it will add to the difficulty, already a ground of complaint, which they will experience in obtaining residential leases in future. The present generation will indeed benefit but at the expense of generations to come. I can see no reason why tenancies of this kind should be more favourably treated than agricultural tenancies, and would put the period at not less than twelve years.

In paragraph 35(i)(c) of the report it is proposed to give similar rights to tenants holding on written contracts for specified periods when these periods are completed. This is indeed the logical consequence of the former recommendation to which I am objecting, but apart from being undesirable in the interest of the tenant-class themselves, for landlords will in future only grant such leases at prohibitive salami, it is also unnecessary. The interests of the tenants will be adequately safeguarded if they are given the right of renewal as recommended for "business" tenancies in paragraph 36(ii)(d). This follows the United Kingdom's legislation to cover a similar problem. I feel that my colleagues are somewhat shortsightedly seeking to benefit a few of the present generation by sacrificing the interests of many in the future.

Minute of dissent by Mr. D. Gupta, Special Land Acquisition Officer, Alipore, Secretary (Ex-officio).

I fully associate myself with the views expressed by the President and have nothing to enlarge on it.

Joint minute of dissent by Khan Sahib Hamiduddin Ahmed, M.L.A., Maulvi Abdul Latif Biswas, M.L.A., and Maulvi Mofizuddin Ahmed, M.L.A.

We cannot subscribe to the majority view with regard to their recommendations with respect to class I(B) tenancies where the land is being used or held for purposes of business. It has been pointed out in Chapter I that this class of tenants take settlement of the lands with or without salami.

The tenancies which originated without any salami and for specified period may not require any special protection. Instances are not rare where such class of tenants have been allowed by the landlord to invest sufficient money for improvement of the lands they hold during the period of agreement. In such cases we feel that the recommendation made in paragraph 36(d) is sufficient and it will safeguard the interest of those tenants. Those tenancies of class I(B) as referred to above

which had been created on payment of salami but for specified period require special consideration. It is argued that the sanctity of contract should be observed and the tenants should keep themselves ready to suffer all the disadvantages which arise wholly from the conditions of contracts they themselves entered into with their eyes open. The arguments we have advanced in paragraph 30 of Chapter I do not in our opinion justify the majority recommendations with respect to this class of tenancies. There is no reason why the tenants who have paid adequate salami to get settlement of lands but was not a free agent in the written document embodying the terms of contracts at the dictate of the landlords should suffer such inability for perpetuity. They are to remain in suspense for all times to come and should be subject to successive renewals. It may be said that the majority recommendations give them a right, e.g., the right of renewal which they do not possess now but that do not give them the sense of security in the strictest sense of term. In that view of the case some kind of permanency should be given to their rights. Hence we recommend that tenants holding on written contract for specified periods [Class I(B)] after payment of salami should enjoy rights similar to those as recommended in paragraph 36(a) during the currency of the lease and on the termination of the same should acquire such rights permanently on payment of fair and equitable fee to the landlord to be determined if necessary by a competent court.

Minute of dissent by Haji Safiruddin Ahmed, M.L.A.

It is to be noted with regret that the recommendations suggested by the Committee regarding sub-clause (c) of clause 35, and sub-clause (d) of clause 36, will in no way improve the conditions of the tenants coming under those two heads. They will have to renew their leases successively till eternity and acquire no better right than what they now possess. They will have to hold the land at the mercy of the landlords. I think it is quite inequitable and unjust. My suggestion is that there should be some time limit (say for 10 years) after which they will acquire similar rights as enumerated in sub-clause (b) of clause 35; and sub-clause (a) of clause 36, respectively.

So I sign this report subject to the note of dissent stated above.

Minute of dissent by Khan Bahadur Md. Ibrahim, M.L.C.

1. (i) As the landlords realised high premium and also high rent for a number of years I do not see any reason why on transfers the landlords should be entitled to any further fees.

(ii) Pre-emption by neighbour cannot be approved but should be discouraged. Neighbour may be undesirable as much as the newcomer.

(iii) Using the land for any other purpose than residential has been turned to be substantial perversion of user. A residential house may be converted into a park, garden house and kept or preserved exclusively for purposes of recreation, cannot be said to be substantial perversion of user and eviction of tenants on the ground does not seem to me to be sound and reasonable. Perversion of user must be defined in the

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Act, which is nothing short of making the land quite unfit for the purpose for which it was let out.

2. Safeguards in the clause are to be modified in the light of observations already made.

3. Transfer of such tenancies may also be made by testamentary disposition.

Except in the case of transfer to a co-sharer the landlord must have the prior right of pre-emption. A certain percentage of the sale price should be declared as the landlord's portion of the selami money. This will put a check to that arbitrary power of fixing a certain percentage of the sale price as the landlord's portion of the selami money and at the same time protect the landlord's right of resumption by conceding in his favour a power of pre-emption, which provides also a further safeguard against fraudulent under-estimation of the selami money. If such procedure be adopted there will be no necessity of going to the court for the purpose.

Now it may happen that the landlords with same view may induct into the land some person without any settlement of rent. Such person may continue his possession by erecting houses thereon for some years. Thereafter he may incur displeasure of the landlords and as such he may be liable to eviction. It is therefore necessary that some provision must be made to safeguard the interest of such person or persons.

Minute of dissent by Maharaja Shoshi Kanto Acharya Chowdhury, of Muktagacha, M.L.A.

My disagreement with the report of the majority is so great and so fundamental in character that I have to submit a somewhat lengthy note of dissent. At the outset I wish to point out that the report travels very far out of the scope of our reference.

The recommendations of the majority affecting such matters as heritability and transferability of lease are wholly outside our reference.

Paragraph 7—Definition of Non-agricultural Land.

This definition in the report of the majority is too extensive. It covers, for instance, tenancies originally created for agricultural purposes but not used for such purposes now. These tenancies are amply protected by the Bengal Tenancy Act and no special legislation is needed for them. It also includes land which was originally taken for non-agricultural purposes though now used for agricultural and horticultural purposes. The purpose of our enquiry being to devise means for protecting from unreasonable eviction persons who either reside or carry on business or manufacture on the leasehold, the inclusion of land actually used for agricultural purposes though taken in some remote past for a non-agricultural purpose seems to me to be purposeless.

I would suggest, therefore, the following definition: "Non-Agricultural land means land used for purposes other than agricultural or horticultural to which the provisions of the Bengal Tenancy Act do

not apply, but does not include lands in the districts of Darjeeling, Jalpaiguri, Chittagong which are used for the purpose connected with the cultivation and manufacture of tea." It also does not include—

- (i) Lease of land with structures erected by the landlord or his predecessor.
- (ii) Lease of land appurtenant to any place of public worship or any charitable religious or educational institution or any place for the disposal of the dead.

Fundamental Differences.

The outlook of the majority is fundamentally different from mine in many respects.

Firstly, the idea which underlies the entire report is that eviction is *per se* an evil and that the law in so far as it allows eviction at all is defective. To this view-point I cannot subscribe. If the landlord is to enjoy his property rights he must have the right to evict the tenant on the termination of his lease or upon the happening of other events on which he now has the right to evict. Whimsical and capricious eviction by the landlords which deprives the tenant of the reasonable expectation of continuing and imposes an exceptional hardship may be an evil which would require a remedy, and what we are really called upon to investigate is whether there exist such cases of hardship and unfairness on any large scale so as to require a remedy.

The evidence placed before us makes out no such case, for it shows that, in the words of the majority report paragraph 12 "in spite of such precarious terms tenants are seldom disturbed and in most cases in spite of the express right of the landlord to terminate the lease at his mere will tenants have been allowed to remain undisturbed for several generations".

On this finding there is obviously no case for any special legislation, far less for the drastic proposals of the majority.

But the majority think, nevertheless, that on purely theoretical, abstract and sentimental grounds there should still be legislation. Here again I entirely differ not only on the actual legislative proposals made by them but also on their views regarding the conditions and the principles upon which legislative powers should at all be exercised.

To the theoretical student of law as also to the administrator small defects and lacunae often appear in laws. But if the legislature is to busy itself in making laws from day to day as such small difficulty arises, such hyper-activity in law-making would create hopeless confusion and uncertainty. Recent amendments, for instance, of the Bengal Tenancy Act and the Agricultural Debtors Act have led to considerable uncertainty of this kind. Unless this evil is to be magnified, legislation should not be undertaken unless a large and fairly widespread hardship is discovered in the course of the administration of the law. Such hardship does not exist in the present cases.

An yet more fundamental difference in our respective outlooks is reflected in the observations of the majority in paragraph 30 on which are based their more drastic recommendations. There it is stated that land being a monopoly and being naturally limited the question of its distribution becomes a concern of the State. The implications of their

observations go even further and implies a challenge to the institution of property in land itself. From this I most cordially disagree.

To my mind property and sanctity of contracts are two cornerstones of social well-being, and no interference with either would work out good in the long run unless such interference becomes urgent for the greater well-being of the society. In the case before us there is no evidence of any paramount considerations of the well-being of the State and none to show that landlords are sitting upon their monopoly of land so as to exclude people who want to use it from getting it for reasonable terms.

To the sentiment expressed in paragraph 30 of the report my first answer therefore is that the best interests of society are bound up with the protection of property and any measure of confiscation of legal rights of ownership would be detrimental to the interests of the State as a whole.

In the second place the evidence before us negatives the supposition that monopoly conditions prevail with regard to land. Ownership of land is so widely distributed among a multitude of landlords, most of them not big landowners, that the effect of monopoly in eliminating competition does not exist at all.

Thirdly, assuming that ownership in land itself is wrong and therefore everybody should have the right to use the land as he chooses without asking for permission of any owner or paying rent for such uses (though that point of view is ruled out for us by the terms of our reference and by the Government of India Act) from that point of view the recommendations made in the draft proposals are as obnoxious at least as the present law; for these proposals only create another class of owners and monopolists in place of the present landlords. They do not lead us to any socialist ideal but only shift the benefits of ownership from the present day landlords to the present day tenants.

The result would be to create in the tenants of to-day a class of sub-proprietors and monopolists who will keep out and exploit future intending tenants as much as, and perhaps more than the present day landlords are supposed to exploit the tenants of to-day.

In making our proposals we have to keep in view the fact that the tenants of to-day are not the only people who have an interest in a beneficent land policy. Generations of men hereafter will require land for all purposes. If under the influence of overflowing generosity to the tenants of to-day we make laws which would have the effect of making acquisition of land for non-agricultural purposes in future impossible except at a ruinous cost, it would be doing a lasting injury to future candidates for land which will far outweigh any advantages we may give to the comparatively limited class who hold at present tenancy right to non-agricultural land.

The Historical Retrospect.

With regard to the historical retrospect and analysis of existing conditions in non-agricultural leases in Chapter I of the majority report, I cannot say that the statement is actually incorrect in what it states except on one or two minor points. But the whole statement

is tendentious and highly coloured by a prejudice against the present land-system. The undercurrent of thought running through the whole survey is that the legislature has been very remiss in the past in allowing ejectment at all and that liability to ejectment of the tenant no matter for what reason, is *per se* an evil.

The result is that the whole analysis is so arranged as to bring out the fact that in many cases the tenants are liable in law to ejectment. The expression "ejectment at the will of the landlord" has been used in several places in this connection which is far from an accurate statement. In every case notice has to be given and it is well known that in ninety cases out of a hundred this notice is only the beginning. After that he has to sue for ejectment and seldom succeeds in getting a final decree in less than two years and that decree usually gives the tenant a very reasonable length of time within which to remove. So that, to say that the landlord can eject at his will or even on fifteen days' or one month's notice is an illusion which does not correspond to facts. While the analysis puts in strong relief this liability to ejectment at the instance of the landlord, it entirely throws into the shade the outstanding fact brought out by the enquiry that actual ejectments or even attempts to eject are extraordinarily rare. That, in my opinion, is a fact of far greater importance than a mere analysis of the legal position, for it means that the question of eviction of non-agricultural tenants is not a problem of much immediate practical value.

Grievances of tenants.

In Chapter II the majority start with an enumeration of the grievances of the tenants.

An examination of these "grievances" would show, however, that they are either no grievances in themselves or are not well-founded in fact.

Thus, taking the grievances in the matter of settling the terms of a lease, apart from the fact that they are outside the scope of our reference, it is difficult to see how they can be grievances at all, as long as the proprietary right of the landlord is recognised.

Although the majority report speaks in several places of "high" selamis and rents it nowhere pretends to lay down any standard on the basis of which the "highness" or otherwise of these things are to be determined. No conceivable standard can be imagined by which one can say that a rate of selami or rent per acre is a fair selami or rent, nor can any rate be pronounced to be high or low, without detailed consideration of the circumstances of each lease. The only reasonable standard is how much the tenant can afford to pay for the advantages of the land and yet find it profitable. And the only practicable means of determining it is to leave it to the free judgment of the intending tenant himself.

With regard to the second head of the grievances, viz., those in the matter of enjoyment, the facts established by the evidence are—

- (i) the tenant can acquire a right to raise permanent structures if only he chooses and is prepared to pay the price which, in almost all cases, is fixed by usage; and

- (ii) there is no restriction in fact on the tenants' rights to make permanent improvements, as long as he does not seek to use such improvements as a means to get permanent rights on the sly.

If the improvement consists of fixtures which he can remove, the law gives him the right to remove them. If they are not removable, he has himself to thank if he cannot get full value for it, if he has been so unwise as to make permanent improvements on a precarious tenure.

Moreover in most cases it would be found that the tenants who made the improvements on terminable tenures knew very well that they would have to leave, but counted upon making and did make enough profit on it in the meantime.

There is thus no room for any real "grievance" on these scores except the mere unreasonable grumbling of a man who chooses to take a precarious lease but would like to enjoy the advantages of a permanent one without paying for it.

"Defects" in the Law.

I shall next deal with the alleged defects in the existing law referred to in paragraphs 28 *et seq* of the report.

It seems to me ridiculous to speak of the things mentioned in subparagraphs (a) and (b) of paragraph 28 as defects in the law. Far from these things being defects, law would cease to be law and degenerate into a body of arbitrary ukases if it had not made these elementary provisions for the fulfilment of contracts. The law says that when a man takes a lease of land for, say, five years he has to go at the end of five years; and when he contracts that on breach of certain conditions the lease will terminate, he has to leave if he has broken these conditions. It is difficult to imagine a grievance in all this, nor is it easy to see why when a tenant takes a lease for five years on payment of selami for five years' enjoyment he should be entitled to compensation for the selami at the end of five years.

The report further omits to mention that the courts have the power to relieve against forfeiture for non-payment of rent and for breach of certain other conditions and also that they require strict proof that the condition which has been broken was not capable of remedy (sections 114 and 114A of the Transfer of Property Act). (These are points in the present law which are of the greatest weight in this connection.)

The reason why these are considered to be defects in law is stated in paragraph 30. I have already dealt above, with the plea of monopolistic conditions referred to in that paragraph. In addition the paragraph relies upon the saying "beggars cannot be choosers" and lays down a lofty principle that freedom of contract should be respected "up to the point where it becomes license and takes a position opposed to the principles of reason, justice and the true interests of society which is composed of individuals".

It is hardly worth while to expose the vacuity of these high-sounding phrases or the confusion of thought implied in different parts of it.

It is enough to say that these principles have no bearing on the facts of the case. It is not a fact that the tenants of non-agricultural holdings are as a rule beggars who cannot choose. Nor are they as a rule like poor and ignorant agriculturists who have to be protected against themselves.

These statements would be seen to be singularly *mal a propos* against the background of the proposals actually made by the majority. In these they do not distinguish between the rich and powerful tenant and the poor, ignorant and weak. The millionaire or lawyer who takes a temporary lease and on whom the majority proposes to bestow a permanent tenancy as a bonus is assuredly not a beggar who cannot choose. Most of the town-dwelling tenants likewise who will benefit by these proposals are far from being such beggars.

The lofty principle of breaking into contracts which degenerate into license or run contrary to the interests of society has unfortunately no application to the facts.

I may say in passing that the general proposition stated by the committee, to be accurate, should be put in a more positive form. Freedom of contract should always be respected, except where the circumstances show it to be contrary to graver public interests. Lightly to interfere with freedom of contract would mean breaking down one of the main bulwarks of society.

The same remarks apply more or less to the so-called defects referred to in paragraphs 29 and 32. In the last case, it is curious to note that the majority *quietly* convey the suggestion that where a landlord verbally permits a tenant to build a pucca dwelling house on land held without a written lease, he would nevertheless have the right to evict. The law, it is well known, is just the other way about. Where the landlord stands by and lets the tenants build pucca houses, and, more so, where he has verbally made the representation mentioned he would be stopped from challenging the permanency of the tenure unless he can prove to the contrary.

My Proposals.

Before criticising the proposals of the majority I shall indicate my view of what is needed. In doing so I leave out of consideration the question as to whether the rent or selami for such tenancies are anywhere excessive or burdensome on the tenants and confine myself to the questions which we have to consider, viz., whether the tenants suffer from capricious eviction and the further questions whether and how far any safeguards against eviction are necessary. We find that, on the evidence elicited by our enquiry there is no widespread grievance on the ground of unjustifiable eviction nor any circumstance which makes any drastic law necessary. But there may be cases in which the status of the tenant lacks precise definition and a few cases in which liability to eviction under the existing law may work great hardship.

Of the various classes of leases, the following classes require no consideration:—

- (i) Leases of land with structures on them, not erected by the tenant.
- (ii) Permanent leases, created either before or after 1882.

- (iii) Leases to which section 182 of the Bengal Tenancy Act apply.
- (iv) Leases of land which are not used for the purpose of a dwelling house of a tenant himself.
- (v) Nor in my opinion is there any case for giving any relief from eviction to tenants who have deliberately taken a lease for a definite term, even though, on the termination of that lease they have not taken a fresh lease but preferred to hold over with freedom on both sides to terminate the lease with notice. To give a greater permanency to such leases would in many cases be a very doubtful blessing and may possibly turn out to be a burden which the tenant cannot shake off.

The only case which deserves consideration is that of a lease in which the tenant has a dwelling house in which he resides. He may have a qualified immunity from eviction as described below:—

Where the tenancy is (A) either (i) for an indeterminate term, or (ii) for a limited term which expired more than twelve years ago, and (B) has been used exclusively for the residence of the tenant and his family for not less than twenty years, with regard to (A) the tenant should have the option and the right to have permanent mokarari lease on payment of a premium at customary rates of selami and rent, except in the following cases:—

- (a) Where the landlord wants the land for his own use or for the use of his son or daughter, either immediately or after the lapse of some time.
- (b) Where the grant of such permanent lease would be inconsistent with good management of the landlord's estate or affect any scheme of the landlord for improvement of his estate.
- (c) Where the tenant is proved to be a habitual defaulter or otherwise an undesirable tenant of the landlord.

With regard to (B) the tenant should have similar permanent lease with the same exceptions and in either case if the tenant does not elect to take a permanent lease he would nevertheless not be liable to eviction except by suit on one of the following grounds:—

- (i) on one month's notice for non-payment of rent;
- (ii) for denial of landlord's title;
- (iii) for using the land in a manner which makes it unfit for use as dwelling house;
- (iv) for breaking any condition of a written lease on breach of which the landlord has the right to re-enter;
- (v) for making a burial ground or a place of public worship on the land or making any endowment thereof which makes the land inalienable; and
- (vi) if the land is required by the landlord for his own purposes or for a scheme for improvement of the locality on payment of the market value of the leasehold as compensation.

But such tenant would be liable to pay enhanced rent up to the limit of the rate at which lands with similar advantages are let out at

the date of the enhancement, provided that there should be no enhancement within ten years of the last enhancement. Such tenants should not have the right to transfer their leases without the consent of the landlord or in the alternative, the landlord should have the right to pre-empt at the market price to be determined by court.

The benefit of non-liability to eviction of a non-permanent tenant should continue only so long as the land is used as the dwelling house of the tenant himself. If the whole or any portion of the land is sublet the benefit would cease to apply.

Where a permanent lease is granted in any case it should be subject to restrictive covenants which may be imposed by the landlord for the benefit of his own land or lands of other tenants.

The majority proposals Chapter III.

Paragraph 35(i)(a).—I shall now proceed to deal with the proposals of the majority report, that is except tenancies for one year all such leases should be made permanent, heritable and within limits, transferable.

1. My first criticism of this proposal is that I do not understand the expression "used or held for residential purposes". I can understand a proposal to give special consideration to tenants actually using the land as their homestead. But such claim to special consideration does not and cannot extend to land taken for residential purposes but not used for such purposes. A man who took a lease with a remote intention of building a house to live in but has since been using it to stack manure for instance is not entitled to any special consideration.

2. Then again a lease "for residential purposes" is too wide an expression. A man who takes a lease for erecting a bustee to be let out to tenants who will live there has taken a lease for "residential purposes". I do not imagine that my colleagues contemplate that such tenants would come under the special protection, having regard to the fact that they propose to cut out subletting altogether. If I am right, then the expression should be not "used or held for residential purposes" but only "used for the residence of the tenant".

3. My colleagues have not chosen to assign any reason for their proposals. There is nothing in the earlier part of the report which lays the foundations of any justification of such confiscatory proposals. What ground of general hardship is there in the present conditions by reason of which a tenant who has taken a lease for two or three years without selami or on a small selami must forthwith be converted into a permanent tenant.

The absurdity and inequity of the proposal stares one in the face and it is surprising that my colleagues have chosen to make it without assigning any reason for such astounding suggestions.

4. I can understand a plea for protecting tenants who have long had their dwelling house on the land from eviction. But it is possible to give such protection without going to such absurd lengths.

(i) In the first place the length of possession which should entitle a tenant to such protection should not be so ridiculously small as just more than a year. I should say that it would be reasonable to give such protection only to tenants who have held the land from before 1882.

For, since 1882 the law has been very definitely codified and all who have come in since then have come with their eyes wide open.

In any case the length of residence to qualify a tenant for special consideration should not be less than 20 years. A tenant of agricultural land does not ordinarily get occupancy right by less than 12 years' possession. The tenants of non-agricultural land should not get special protection by residence less than that period at least.

(ii) Secondly, the only protection needed is protection from eviction. That is the only thing we have been called upon to advise on. There is no reason why the tenants should, in addition, be given a permanent transferable right.

I have indicated above the exact protection from eviction that should be given to tenants who have been long on the land. They will have permanency in the sense of non-liability from eviction except on particular contingencies and their leases would be heritable. But they would be liable to enhancement of rent by a judgment of a court with reference to prevailing rate of rent.

(iii) As regards transferability, the provisions of the Transfer of Property Act are adequate. Under section 108 of the Act leases are transferable in the absence of a contract to the contrary, and under section 10 of the same Act any condition restraining transfer would be void except a condition for the benefit of the landlord. These provisions are enough to give the lessee full protection of his right to transfer except where by contract he has bound himself not to transfer by a covenant by which the landlord is given the right to re-enter on such transfer. There is no reason why such a voluntary agreement should not be enforced and, if it is not voluntary but made under coercion or undue influence it can be legally avoided.

(iv) The question of transferability stands on a quite different footing from that of immunity from eviction. It may be a hardship in some cases to turn out a man from the land where he is living, but is it hardship to take the land from him if he does not want to live there any longer? The considerations upon which he may be given a right to recover part of the value he has paid for it, in that case, are entirely different from those which will govern the question of non-ejectability. In such a case the fact that the tenant by his contract has given up the right to transfer which the law gives him would be a material factor to consider. As we are precluded by the terms of reference from considering this altogether independent question, the suggestions in the report regarding transferability are out of place.

(v) I do not pretend to understand the provision in paragraph 35(i) (e) giving a right of pre-emption to a co-sharer or neighbour. The only person who should have a right of pre-emption is the landlord who is interested in keeping out undesirable tenants.

(vi) Nothing is said in the report about the rent. Even if the tenancy is made permanent it should be expressly understood that rent would be enhanchable up to the prevailing rate.

5. There is not a vestige of reason for the provision in paragraph 35(i) (e). Reference is made to the English Landlord and Tenant Act, by section 5 of which a right to renewal arises only under special

circumstances. But the phrasing of this clause implies that the holder of a lease for a limited period will always be entitled to renewal. Besides the English Act is adjusted to English conditions and relates to residential and business houses more than to vacant land and conditions of land-holding here are very different from those in England.

Business leases.

In paragraph 36 recommendations have been made in respect of land taken for business. My colleagues apparently recognise that lands taken for purposes of business stand on a totally different footing from lands where the tenants live. So they have made no suggestion that they should be permanent. They have only suggested that they should be heritable and transferrable. But the recommendations made do not make the position any clearer with regard to the only point with which we are concerned, viz., their liability to ejectment. These tenancies are obviously not to be permanent. If so, what is to be their duration? Transfer or inheritance if allowed would be effective only during the duration of the lease. If the lease is for a fixed period there is no difficulty. But if it is not, then what is the duration?

I suggest that such leases should be terminable on six months' notice or upon perversion of user or non-user. With regard to transfer or inheritance, I would agree with the suggestions of the majority, provided the tenancies are made terminable as above stated.

With regard to leases referred to in sub-paragraph (b) in my opinion, no legislation is necessary. They will be governed by the Transfer of Property Act.

So too with regard to the class in sub-paragraph (c) the provisions of the Transfer of Property Act or the contract as the case may be will apply.

With regard to the cases in clause (d) I have no objection to their having the right of renewal subject to the conditions and limitations of section 5 of the English Landlord and Tenant Act.

It strikes me as illogical however that while the majority are so solicitous to safeguard the right to continue in the case of tenants who have deliberately taken a lease for a limited term, apparently because they thought it most advantageous, they do not make any similar provision against ejectment in the case of tenants of classes referred to in sub-paragraphs (a), (b) and (c) of this paragraph, who are tenants who took leases for an indeterminate period but may have been holding them for twenty, thirty or even sixty years. Heritability and transferability which is all that they have conceded to these tenants would not protect them from eviction.

Manufacturing leases.

My observations made with regard to paragraph 36 of the report apply equally to the leases referred to in paragraph 37.

Other leases.

With regard to paragraph 38, I do not think that leases for purposes other than residence, business manufacture or religious purposes are entitled to any special protection.

Contracting out.

No case has been made out for the suggestion in paragraph 38 for preventing tenants from contracting out of the statute. The tenants we are dealing with are not as a rule helpless creatures like poor peasants but are, as a rule, substantial and intelligent men quite capable of taking care of their own interest. A millionaire may take a lease of land for residence manufacturing commercial or mining purposes. What sense is there in preventing him from giving up some of the rights under the new law for which he does not care in consideration of his getting other concessions which he may consider more vital. For instance, a big corporation may take a twenty years' lease of lands for working a quarry or a mine which they expect would be completely exhausted in twenty years. Why should they not have the right to give up their right to renewal which they do not value, for a right to tap water power from a source in the landlord's estate to which he would not be otherwise entitled? I agree to the suggestion to give to tenants all rights of user necessary or incidental to the use of land for the purpose of the lease, but this right should be carefully limited, so as not to enable the tenant to commit waste or make the land unsuitable for proper uses.

Special cases.

In paragraph 41 the majority agree that exceptions may be necessary in favour of leases granted by industrial undertakings of lands not immediately required for the industry. It is surprising that they do not consider that other parties than industrial undertakings may have to be similarly protected. Take the case of a man who has taken land in a town to build a house for himself when he has collected enough money for the purpose. In the meantime he has let it out on temporary lease to another who has built a thatched house on it. If the recommendations of the majority are given effect to without an exception in his favour, he will find, by the time that he has the money to build with, that his sub-tenant is a permanent lessee who cannot be turned out. Cases like these would be so many and so various that no general exceptions would cover all such cases and if they do, the exceptions would virtually extinguish the rule.

The multitude of such cases are one of the strongest arguments against the drastic proposals made by the majority. The effect of the proposals, apart from their being unwarranted invasions on proprietary rights, would be to cause widespread hardship to small land-owners of non-agricultural land, who are a large numerical majority which will far outweigh the largely fictitious grievances of non-agricultural tenants which the evidence before us has shown in most cases to be imaginary or at least infinitesimal in quantity.

The only sensible and reasonable suggestions therefore, which, to my mind, would give all the relief necessary to the tenant without unjustifiable confiscation of landlord's rights are those which I have ventured to make.

Retrospective operation.

The retrospective operation sought to be given to the proposals in paragraph 41 of the majority report is, in my opinion, wholly unjustified. Least of all is such operation justified where landlords have, on the faith of the existing law gone to the trouble and expense of litigations, some of which may now be pending in second appeal and in which no conceivable circumstances of hardship may exist.

GOVERNMENT OF BENGAL.

Revenue Department.

Land Revenue.

RESOLUTION No. 15179L.R.

Calcutta, the 1st August 1938.

The Governor is pleased to appoint a Committee composed of the undermentioned gentlemen to investigate the rights of the tenants of non-agricultural lands in the province and to make recommendations as to what can be done to protect the tenants from eviction at the will of the landlords:—

- (1) Member, Board of Revenue, Bengal, President (ex-officio).
- (2) Maulvi Abdul Latif Biswas, M.L.A.
- (3) Mr. Md. Mohsin Ali, M.L.A.
- (4) Haji Safruddin Ahmed, M.L.A.
- (5) Maulvi Mofizuddin Ahmed, M.L.A.
- (6) Mr. Abdul Karim, M.L.A.
- (7) Khan Sahib Abdul Hamid Chowdhury, M.L.C.
- (8) Khan Bahadur Md. Ibrahim, M.L.C.
- (9) Mr. Banku Behari Mondal, M.L.A.
- (10) Babu Debendra Nath Das, M.L.A.
- (11) Maharaja Sashi Kanta Acharjya Chowdhury of Muktagachha, M.L.A.
- (12) Dr. Radha Binode Pal, M.A., D.L.
- (13) Khan Sahib Hamiduddin Ahmed, M.L.A.
- (14) Land Acquisition Officer, 24-Parganas (ex-officio), who will also act as Secretary to the Committee.

ORDER.—Ordered that the resolution be published in the “Calcutta Gazette” and copies thereof forwarded to the President and Members of the Committee.

N. V. H. SYMONS,

Secretary to the Government of Bengal.

ADDENDUM.

No. 25251L.R.—30th November 1938.—In resolution No. 15179-L.R., dated the 1st August 1938, published in the “Calcutta Gazette, Extraordinary” of the 2nd idem appointing a Committee to investigate the rights of the tenants of non-agricultural lands in the province and to make recommendations as to what can be done to protect the tenants from eviction at the will of the landlords, insert the name of Dr. Mafizuddin Ahmed, M.L.A. (Bogra North Constituency) as a member.

N. V. H. SYMONS,

Secretary to the Government of Bengal.

RESOLUTION No. 10471L.R.

Calcutta, the 12th November 1940.

In partial modification of resolution No. 15179L.R., dated the 1st August 1938, published in the "Calcutta Gazette, Extraordinary" of the 2nd idem, as supplemented by Addendum No. 25251L.R., dated the 30th November 1938, published at page 2669 of Part I of the "Calcutta Gazette" of the 8th December 1938, the Governor is pleased to appoint Mr. E. N. Blandy, C.S.I., C.I.E., I.C.S., Chief Secretary to the Government of Bengal, as Chairman of the Committee, to investigate the rights of the tenants of non-agricultural lands in the Province and to make recommendations as to what can be done to protect the tenants from eviction at the will of the landlords, with effect from the 14th October 1940, vice Member, Board of Revenue, Bengal (ex-officio).

ORDER.—Ordered that the resolution be published in the "Calcutta Gazette" and copies thereof forwarded to the members of the Committee.

B. R. SEN,

Secretary to the Government of Bengal.

APPENDIX A.

A Summary of the Answers to the Questionnaire.

Question 1.—How are non-agricultural tenancies created in the locality within your knowledge? (i) To what extent non-agricultural lands are held by tenants (a) who come under the purview of section 182 of the Bengal Tenancy Act and (b) who do not come under that category. (ii) Whether, and, if so, to what extent the protection in case of (a) by section 182 of the Bengal Tenancy Act is insufficient? (iii) To what extent the tenancies in category (b) are held under written leases or without any lease?

The answers supply valuable information as to the conditions prevailing in the different parts of the province in regard to non-agricultural tenancies. It is generally agreed that non-agricultural tenancies in rural areas largely come within the purview of section 182 of the Bengal Tenancy Act whilst those in municipal areas are governed by the ordinary law of property, by the Contract Act and by the Transfer of Property Act. Non-agricultural tenancies are created (a) by written lease, (b) by verbal agreement, (c) by continuous possession to the knowledge of the landlord and (d) by local custom or usage. In rural areas 90 per cent. of the homesteads are held by agricultural tenants and in urban areas by non-agricultural tenants. The tenancies coming under section 182 of the Bengal Tenancy Act enjoy adequate protection from eviction but not from enhancement of rent. In other cases, the protection from either is insufficient. In Rungpore and Tipperah 90 per cent. and in other districts 50 to 78 per cent. of non-agricultural tenancies are held under written leases.

Question 2.—Are tenants of non-agricultural lands liable to ejectment at the will of the landlord? If so, what safeguard do you suggest against such ejectment? Are such tenants actually ejected so long as they pay rent and observe the conditions under which the tenancies were created?

Except where they hold on written leases, tenants of non-agricultural lands are tenants-at-will. They are liable to be ejected on the expiry of the lease where one exists. The safeguards suggested are—(a) that no such tenant should be ejected so long as he pays a fair and equitable rent and observes the conditions of the tenancy, (b) that he should be ejected only by the decree of a competent Court and (c) that he should be paid by the Court adequate compensation for any loss or damage suffered by him for removal, for structures built by him at his own expense and for loss of income, if any, consequent on removal.

Question 3.—Is any permanent or quasi-permanent right acquired by tenants in non-agricultural lands?

A permanent or quasi-permanent right is acquired by tenant by contract, by operation of law or by long possession combined with inheritance transfer and erection of permanent structures. Some districts report that

If so, under what conditions? By contract, by local usage, by the operation of law, if any, or by long possession?

Question 4.—(i) How is the tenant ejected? Is any formal notice to quit necessary? If so, how many days' previous notice is given?

(ii) To what extent have tenants been ejected to your knowledge for building houses on their lands?

*Question 5.—*Has any tenant been ejected who has acquired permanent right in the land by contract, customs and otherwise? If so, why and how has he been ejected?

*Question 6.—*What is the average rate of rent per acre of land of each class and how does it compare with the value of the land, i.e. its market value in voluntary sale?

permanent right is never acquired except by a written contract and on payment of a premium or salami. Where the origin of the tenancy is not known long possession and fixity of rent confer permanent right on the tenant. Permanent right in the land is inferred when a tenant has pucca structures on it.

A tenant is ejected by a formal notice to quit and in the event of non-compliance with the notice, by a suit. Generally fifteen days' notice is given but in municipal areas and in the case of year-to-year leases one month's and six months' notices are respectively given.

In very few cases tenants are ejected for building houses on their lands. In the Jamalpur subdivision the tenant has to pay a salami for permission to erect a house. For using the land in a manner foreign to the purpose of the tenancy, the tenant is ejected, e.g., for building a house on land expressly let out for a brick-field. The purpose of the tenancy can however be changed on payment to the landlord of a salami to be determined by him.

Tenants who have acquired permanent rights are not ejected. Only tenants holding on conditional leases whose terms have been contravened are ejected. In Jalpaiguri a decree for ejectment in such cases is obtained but the land is generally re-settled with the same tenant on a very high rent.

In rural areas the rate of rent for non-agricultural tenancies varies from Rs. 2 to Rs. 30 per acre and in urban areas from Rs. 15 to Rs. 100. In some cases, i.e., in Burdwan it rises to Rs. 150 per acre, in Rajshahi to Rs. 300 per acre and in the business centre at Ghatal to Rs. 400 per acre. In Hili, a trading centre in the Dinajpore district, it ranges between Rs. 250 and Rs. 300 per acre. The value of the land is generally 20 to 25 times the annual rent. In Burdwan it is reported to be 50 times and in Dacca 60 times. In the trading centre of Hili, it is only 10 times of the rent but in Bogra it is reported to be 100 to 200 per cent. of the rent per acre.

Question 7.—(i) To what extent is the rent enhanced at the time of renewal of the lease or settlement with a new tenant after the ejectment of his predecessor? Is the enhancement demanded at renewal so unfair as to force the tenant out of the land? What is generally the percentage of enhancement at the end of a term?

(ii) To what extent have tenants holding non-agricultural homesteads without a lease been subjected to enhancement of rent and in what manner?

*Question 8.—*What is the custom in your district, subdivision or village regarding transfer of non-agricultural lands? Does the landlord claim right of pre-emption or salami in recognition of the transfer or mutation fee in case of succession? How do the fees compare with the market value of the land?

*Question 9.—*What is the custom or practice in regard to enhancement of rent? What principle would you suggest for determining fair rent of a tenancy of non-agricultural land where the land is held (a) as a homestead, (b) as a shop in a hât, mela or bazar or (c) otherwise?

In 50 per cent. of the cases the rent is enhanced at the time of renewal of the lease or of settlement with a new tenant. The enhancement is generally about 12½ to 25 per cent. of the rent previously paid. No enhancement is made during the currency of a lease unless otherwise provided in the lease. In Tipperah an enhancement of 200 to 500 per cent. is demanded on pain of eviction. In some districts there is no limit to enhancement which is determined according to the financial position of the lessee. In others, a salami is paid in lieu of an enhancement for a term of years. The rent is also fixed in perpetuity. In demanding an enhancement the object of the landlord is generally to have a larger income rather than forcing the tenant out of the land unless he has incurred displeasure of his landlord or the latter wants the land for his own use.

Non-agricultural tenancies are transferable. No right of pre-emption is claimed by landlord but salami amounting to 10 to 25 per cent. of the market value of the land is charged in recognition of the transfer. Generally no fee is charged in cases of succession but there are exceptions. If the salami demanded is not paid the tenant is threatened with eviction. In Darjeeling no salami is charged in recognition of transfer during the currency of the lease.

There is no recognised custom or practice about enhancement. It is suggested that the following points should be taken into consideration in determining fair rent of a tenancy of non-agricultural land:—

- (a) the prevailing rate for similar lands with similar advantages in the vicinity;
- (b) the advantage which the tenant derives from his land for dwelling purposes;
- (c) the situation of the land;

Would you make any distinction where the structures on the land are used for the tenants' own residence or for letting out? If so, how?

- (d) the expenditure incurred by the tenant in making the land suitable for residential purposes; and
- (e) the special conditions and incidents of the tenancy.

In determining fair rent for non-agricultural land held as a shop, the following points are suggested for consideration:—

- (a) the site of the shop; and
- (b) the advantage derived from the land from the point of view of business.

Some suggest that the land used by the tenant himself for dwelling purposes should pay a lower rent than that used for the purpose of letting. Others would make no distinction between the two classes. Some suggest that a purely non-agricultural homestead should pay 50 per cent. more rent than an agricultural holding.

It is also suggested that the rent should be 1 to 2 per cent. of the value of land and should not exceed 4 per cent. and that the enhancement should never exceed 25 per cent. of the existing rent.

Question 10.—How has the value of non-agricultural lands changed within the last ten years where they are held permanently or for a term of years?

The value of non-agricultural lands is reported to have come down in rural areas by 10 to 50 per cent. owing to the economic depression but to have increased in urban areas by 50 to 100 per cent. In Tipperah an enormous increase in value is reported. This is an index of the growing predilection of the people for urban life.

Question 11.—Are non-agricultural lands attached or sold in execution of decrees for debt of tenants? If so, what remedy has the landlord against such attachment or sale where the tenants' right is not permanent?

Non-agricultural lands are sold or attached in execution of a decree for debt of the tenant. The landlord does not recognise the auction purchaser and can eject him. But the purchaser generally settles the case with the landlord on payment of a salami or higher rent or both. In the case of tenancies held for a term of years the purchaser steps into the shoes of the out-going tenant and is bound by the terms of the lease. The landlord generally does not interfere in such cases.

Question 12.—In cases where leases are determined for breaches

Where leases are determined for breaches of condition, the landlord either demands by a notice a monetary compensation or files a

of conditions does the landlord give the tenant notice of the breaches demanding monetary compensation and calling upon him to remedy it, if remediable? Does the Court give the tenant relief if he has endeavoured to comply with the notice? Where the determination of the lease is effective what remedy has the sub-tenant or mortgagee?

suit for the ejectment of the tenant. If the tenant agrees to pay the compensation the tenant is allowed to stay on and the Court gives him relief. In a case for ejectment the landlord sometimes makes the sub-tenant, or mortgagee, or both, parties and demands a wholesale ejectment. The sub-tenant or mortgagee has no remedy against the superior tenant or mortgagor in the enjoyment of the land, but the mortgagee can bring a suit against the mortgagor for the realisation of the mortgage money.

Tenants holding lands purely for purposes of business or trade are reported to be subjected to greater harassment than other classes, particularly if they are men of means. Any breach of condition of the lease is seized with alacrity as an occasion for a substantial enhancement of rent which is also demanded and enforced at the end of every term. Although they pay the highest rent they are reported to be the worst sufferers.

APPENDIX B.

A Summary of the Reports on Non-Agricultural Lands.

A special record-of-rights of non-agricultural lands in the five places selected by the Non-Agricultural Lands Committee has been prepared. The details of area are given below:—

Names of places.		Total area of village.	Area governed by the Transfer of Property Act.	Area governed by section 182 of the Bengal Tenancy Act.
		Acre.	Acre.	Acre.
Diamond Harbour	..	615.25	62.50	7.75
Hingalganj	..	1,211.58	3.83	42.51
Hill	..	671.20	78.78	49.12
Bhairab	..	621.83	39.85	13.44
Comilla (part)	..	312.36	202.18	8.60
Total	..	3,432.22	477.14	121.42

It is apparent that in towns non-agricultural lands predominate. In villages the proportion of non-agricultural lands is small.

The answers to the questionnaire as culled from the record-of-rights and reports based thereon are now summarised below:—

Question 1.—How are non-agricultural tenancies created in the locality within your knowledge? (i) To what extent non-agricultural lands are held by tenants (a) who come under the purview of section 182 of the Bengal Tenancy Act and (b) who do not come under that category? (ii) Whether, and, if so, to what extent the protection in case of (a) by section 182 of the Bengal Tenancy Act is insufficient? (iii) To what extent the tenancies in category (b) are held under written leases or without any lease?

Question 1.—Non-agricultural tenancies are created by verbal contracts, by written leases, by unregistered amalnams and in exceptional cases by continued possession to the knowledge of landlord. In the last-mentioned cases, histories of the tenancies are not traceable. As a rule such tenancies are created by written leases, registered or unregistered, and permanent rights are invariably created by written documents. It has been found in Comilla that long possession in lands containing pucca buildings has conferred permanent rights. Temporary tenancies have been made permanent on payment of salami and execution of leases.

It has been found that tenancies governed by section 182 of the Bengal Tenancy Act do not, as a matter of fact, enjoy the protection afforded by law. The tenants holding such tenancies do not know their rights and the landlords treat them as ordinary non-agricultural tenants and give them rent-receipts in the same form as in the case of the latter. It has also been found that tenants holding agricultural land as settled raiyats of the village were recorded in a few cases in the last settlement operations as basat dakhalkar or chandina dakhalkar tenants. Where a settled raiyat of a village or adjoining villages has a shop in his house, he is deprived of permanent rights by the landlord and treated as a non-agricultural tenant.

For the purpose of residence 90 to 95 per cent. of non-agricultural tenancies have been created by written leases. But for the purpose of trade or non-agricultural pursuits oral leases used to be freely resorted to before. Now the tenant demands at least an amalnama without relying on verbal assurances of landlords. In the case of castes of migratory habit, such as Bagdis, Hadis, etc., oral contracts are resorted to and they are ejected easily without notice.

Question 2.—Are tenants of non-agricultural lands liable to ejectment at the will of the landlord? If so, what safeguard do you suggest against such ejectment? Are such tenants actually ejected so long as they pay rent and observe the conditions under which the tenancies were created?

Question 2.—Non-agricultural tenancies fall into the following classes:—

- (1) Ordinary dakhalkar tenancies (for residence and business, basat and chandina) having no permanency or fixity of rent.
- (2) Ordinary dakhalkar tenancies where by written agreement erection of permanent structures is allowed on payment of salami.
- (3) Permanent non-agricultural tenancies held on periodically enhanceable rent (tokshishi taluks) the landlord reserving the rights of pre-emption, and the tenant being required to erect buildings of specified values within a stated period.
- (4) Non-agricultural tenancies held in permanent rights in all respects (kayemi patni taluk, moshakkashi taluk, merash, maurasi, mokarari taluk, kayemi niskar taluks).

Tenancies of class (1) are held generally for a term varying from one to five years or more. The year to year tenants are treated by landlords as hirers (bharatias) even where the structures have been built by the tenants at their own expense. There are cases where tenants hire rooms in buildings built by landlords on payment of high salami and on agreement to pay a monthly rent as long as they will carry on business there. When they close down their business, they sell their rights to in-coming hirers, and thus reimburse themselves partly or wholly of the salami they paid at the time of entry.

Where the tenancy is held for a term of years or from year to year, the tenant is liable to ejectment on the expiry of the term. Where the tenancy is created by an amalnama which hardly, if ever, specifies the term, or by a verbal lease, the tenant is liable to be ejected in spite of his paying rent and observing the conditions of the tenancy on the ground that a non-agricultural (chandina) tenant is a tenant-at-will. Where the tenant holds on a permanent written lease, he

is not liable to ejectment. The tenant is ejected for the following reasons:—

- (1) that the landlord wants the land ostensibly for his personal use,
- (2) that the tenant is an undesirable one,
- (3) that the tenant has broken a condition of the lease on the breach of which he is liable to be ejected,
- (4) that the tenant has failed to renew the lease on the expiry of a term,
- (5) that the tenant has refused to pay salami or enhancement of rent fixed by the landlord at the time of renewal,
- (6) that the voluntary or auction-purchaser of the tenancy has refused to pay salami for recognition,
- (7) that the tenant has refused to pay higher rent on the ground of increase of his income,
- (8) that the tenant holds a large quantity of land at a low rent near a hât or market,

The safeguards suggested against ejectment are as follows:—

- (1) that no tenant should be ejected so long as he pays a fair and equitable rent and observes the conditions of the tenancy,
- (2) that a tenant should be ejected only by the decree of a competent court,
- (3) that the tenant should be given by the landlord adequate compensation for any loss sustained by him in consequence of the ejectment,
- (4) that the tenants should have the indefeasible right to build houses of any kind on any land for the purpose of trade or residence in bazars and towns, without the necessity of converting the tenancy into chandina.

Question 3.—Is any permanent or quasi-permanent right acquired by tenants in non-agricultural lands? If so, under what conditions? By contract, by local usage, by the operation of law, if any, or by long possession?

Question 3.—A permanent or quasi-permanent right is acquired in non-agricultural land only by a registered instrument. Acquisition of such rights by long possession or by inheritance, transfer or erection of pucca buildings is rather an exception than a rule. At every recognition or mutation the tenant is compelled to execute a fresh lease to nullify the right, if any, acquired by long possession, etc.

In Hili some tenants who were in long possession of old chandina holdings recorded in the record-of-rights as such have been ejected by a recent decree of the civil court. In Comilla such tenants have not been ejected by the Tippera Raj. In Hingalganj permanent right is never conferred or acquired. A lease for an unlimited period has been found in practice to confer permanency without fixity of rent or transferability. A tenant can, by virtue of a written lease, erect pucca buildings for the purpose of safety but does not acquire permanent rights unless they are expressly conferred. In Bhairab Bazar and Comilla permanent rights are inferred from long possession of non-agricultural tenancies of unknown origin containing pucca structures and held at unvarying rents from time immemorial. Chandina and basat dakhalkar holdings, thirty to sixty years old, are generally considered permanent without transferability.

Question 4.—(i) How is the tenant ejected? Is any formal notice to quit necessary? If so, how many days' previous notice is given?

(ii) To what extent have tenants been ejected to your knowledge for building houses on their lands?

Question 4.—A non-agricultural tenant with permanent rights in all respects is not ejected. A tenant with temporary rights is first summoned to the landlords' kutchery and asked to vacate the holding. In case of non-compliance he is served with a notice to quit in fifteen days in the case of ordinary chandina tenants and in a month in the case of merchants of means. In the case of big towns and hâts a month's previous notice is invariably given. In Comilla one month's notice is given in the case of year to year tenants also.

Hardly is any tenant ejected for building houses on his land. In Bhairab Bazar a tenant was sued for building a jute godown on agricultural land, but a compromise was effected on payment of Rs. 1,000 as salami for 2 bighas of land and enhancement of the annual rent from Rs. 44 to Rs. 156.

An agricultural tenancy can be partly or wholly converted into a non-agricultural one on payment of salami or enhanced rent or both.

Question 5.—Has any tenant been ejected who has acquired permanent right in the land by contract, customs and otherwise? If so, why and how has he been ejected?

Question 5.—As already mentioned, a non-agricultural tenant with full permanent rights has never been ejected. But there are different kinds of permanent tenancies where permanency is hedged in with conditions. In case of breach of such conditions, the tenant is ejected (*vide* under question 3).

Question 6.—What is the average rate of rent per acre of land of each class and how does it compare with the value of the land, i.e., its market value in a voluntary sale?

Question 6.—In the case of non-agricultural tenancies the rate of rent per acre varies as follows:—

Hingalganj—from Rs. 25 to Rs. 750.

Diamond Harbour—from Rs. 5 to Rs. 395.

Hili—from Rs. 5 to Rs. 700.

Bhairab Bazar—permanent holding—from Rs. 4 to Rs. 1,200.

Bhairab Bazar—temporary—from Rs. 6-4 to Rs. 1,000.

Comilla—permanent—from As. -9-7 to Rs. 1,000.

Comilla—temporary, chandina and basat—from Rs. 3-2 to Rs. 1,066.

The average rate of rent per acre is as follows:—

	Rs.
Hingalganj	... 291
Diamond Harbour	... 90
Bhairab Bazar—permanent holdings	... 227
Bhairab Bazar—temporary holdings	... 490
Comilla—permanent holdings	... 202
Comilla—temporary holdings	... 181
Hili—permanent holdings	... 228
Hili—temporary holdings	... 126

Where a non-agricultural tenancy is held directly under a proprietor the rate of rent is much lower than where it is held under a tenure-holder.

It is found that the rent payable for a non-agricultural tenancy has nothing to do with its market value. There is no fixed connection between the two and the landlord tries to get as much rent as he can in particular cases. In Diamond Harbour and Hili the market value of land is 100 to 200 times the rent, in Bhairab Bazar 70 to 75 times and in exceptional cases 210 times; in Comilla it is 200 to 260 times, the average market value in the case of permanent holdings being 260 times the rent and in the case of temporary holdings 50 times.

Question 7.—(i) To what extent is the rent enhanced at the time of renewal of the lease or settlement with a new tenant after the ejectment of his predecessor? Is the enhancement demanded at renewal so unfair as to force the tenant out of the land? What is generally the percentage of enhancement at the end of a term?

(ii) To what extent have tenants holding non-agricultural homesteads without a lease been subjected to enhancement of rent and in what manner?

Question 7.—In the town of Comilla rent is invariably enhanced at the time of renewal of lease or re-settlement of chandina and basat dakhalkar holdings. In Bhairab Bazar the leases are given for indefinite periods and re-settlement at enhanced rents are made at the will of the landlord. That is also the case in Hingalganj. In Diamond Harbour there has been no enhancement of rent for the last thirty years in the khas mahal, but some enhancement in the permanently-settled estates. In Hili there was a general enhancement in 1336 B.S. and stray enhancements in cases of surrender or ejectment.

The enhancement varies from 10 to 100 per cent. of the original rent. In exceptional cases it is 430 to 500 per cent. in Hili and Comilla. No enhancement has been made during the currency of leases except in Hili. In some cases there was no reasonable limit as in the case of Bhairab Bazar where a rent of 13 annas 6 pies was enhanced to Rs. 102-8 after conversion of an agricultural holding into a non-agricultural one, besides a salani of Rs. 700 paid by the tenant for 0-58 acre of land. The extent of enhancement is often determined by the landlord in consideration of the urgency of settlement and financial resources of the lessee. Rent is fixed in perpetuity where the tenant has acquired permanent rights as in the case of madhyasattwa chirasthayi mokarari tenures, kayemi patni taluks, kayemi taluks, masukkashi taluks, kayemi mirash, etc. In the case of takshishi taluks of Comilla the rent is enhancible

every thirty years. The object of the enhancement is to have a larger income rather than to force the tenant out of the land. Instead of quitting the land the tenants have invariably submitted to enhancement.

There is no fixed rule about the percentage of enhancement at the end of a term, lands held with or without lease making no difference.

Question 8.—What is the custom in your district, subdivision or village regarding transfer of non-agricultural lands? Does the landlord claim right of pre-emption or salami in recognition of the transfer or mutation fee in case of succession? How do the fees compare with the market value of the land?

Question 8.—As a rule, permanent non-agricultural tenancies are heritable and transferable without landlords' consent. In the case of certain taluks of Comilla the transferer simply notifies the transfer by a notice to the Tippera Raj. Temporary non-agricultural tenancies are also heritable and transferable, but in every case of transfer the transferee is required by the landlord to execute a fresh lease agreeing to pay salami and enhancement of rent. Tenants have been found to hold the same land for three generations without executing a fresh lease, no fee being charged in the case of succession by inheritance and the tenancy continuing to stand in the name of the original tenant in the landlord's sherista. In the case of a transfer salami equal to a quarter of the value paid is charged for recognition of the in-coming tenant who is, however, recognised as a new lessee, the transfer being totally ignored. In case of non-payment of salami the tenant fails to obtain recognition and is sued for ejectment but eventually makes it up by a compromise.

Question 9.—What is the custom or practice in regard to enhancement of rent? What principle would you suggest for determining fair rent of a tenancy of non-agricultural land where the land is held (a) as a homestead, (b) as a shop in a hât, mela or bazar or (c) otherwise? Would you make any distinction where the structures on the land are used for the

Question 9.—There is no recognised practice or custom regulating enhancement of rent. Only in the town of Comilla are leases of temporary non-agricultural tenancies renewed every five years, the rent being customarily enhanced by 12½ per cent. at each renewal. In this way the rent of a tenancy which was originally 11 annas 6 pies has come to Rs. 24 by successive enhancements. In other sheristas, enhancement is made at the will of the landlord.

The following points are suggested for consideration in determining fair and equitable rent of agricultural homestead lands:—

- (1) The rents paid for similar lands with similar advantages in the vicinity.

tenants' own residence or for letting out? If so, how?

- (2) Situation of the land, vicinity to the main road, road frontage, etc.
- (3) The suitability of the land as a residential site.
- (4) Improvement, if any, made by the tenant or landlord.
- (5) Special conditions of the tenancy such as permanency, fixity or otherwise of rent, transferability, etc.

It is also suggested that in determining fair rent of a holding used for shops, godowns, etc., the following points should be taken into consideration:—

- (1) The suitability of the land from the point of view of business.
- (2) The suitability of the land both for business and residence.
- (3) The condition of the hât at the time of inception of the tenancy compared to its condition at the time of fixing the fair rent.
- (4) Improvement, if any, made by the tenant or landlord.
- (5) Any action of the landlord, such as shifting of an important portion of a hât which is detrimental to the interests of the tenant and affects his income.

Improvement of business or income of the tenant caused by his own efforts should not be a plea for enhancement of rent.

The land used by the tenant for his own residence should bear a lower rent than that used exclusively for letting out.

Purely non-agricultural land should pay rent 50 to 200 per cent. higher than the rent for agricultural land according to situation and other advantages.

It is suggested that the rent should be ordinarily one half per cent. of the value of land in towns and bazars and should never exceed one per cent. This is the general opinion in the area visited by the Kanungo.

Question 10.—How has the value of non-agricultural lands changed within the last ten years where they are held permanently or for a term of years?

Question 11.—Are non-agricultural lands attached or sold in execution of decrees for debt of tenants? If so, what remedy has the landlord against such attachment or sale where the tenants' right is not permanent?

Question 12.—In cases where leases are determined for breaches of conditions does the landlord give the tenant notice of the breaches demanding monetary compensation and calling upon him to remedy it, if remediable? Does the Court give the tenant relief if he has endeavoured to comply with the notice? Where the determination of the lease is effective what remedy has the sub-tenant or mortgagee?

Question 10.—The value of non-agricultural lands has increased in towns and bazars by 50 to 100 per cent. but in important blocks it has increased by 200 to 500 per cent. In Comilla the value of a kani (0.40 acre) of paddy land has increased within the last ten years from Rs. 1,000 to Rs. 2,000, such lands being in demand for building purposes. The value varies according to the rights and titles attaching to the land. The value of land near the hât in Comilla town varies this year from Rs. 30,000 to Rs. 80,000 per kani.

Question 11.—Non-agricultural lands are sold in execution of decrees for debts of tenants. They are freely mortgaged or sold. The landlord does not recognize such transfers and compels the purchaser to execute a fresh lease on payment of salami and agreement to pay a higher rent.

Where leases are determined for breaches of condition, the landlord either demands by a notice a monetary compensation or files a suit for the ejectment of the tenant. If the tenant agrees to pay the compensation, the tenant is allowed to stay on and the court gives him relief. In a case for ejectment the landlord sometimes makes the sub-tenant, or mortgagee, or both, parties and demands a wholesale ejectment. The sub-tenant or mortgagee has no remedy against the superior tenant or mortgagor in the enjoyment of the land, but the mortgagee can bring a suit against the mortgagor for the realisation of the mortgage money. But in case the tenant is ejected, the sub-tenant or the mortgagee can and does generally get the land settled with him on payment of salami or agreement to pay higher rent.

It is apparent, therefore, that in asking the tenants to quit the object of the landlords is only to enhance the rent or get a fee or salami. There being no law regulating the enhancement of rent of non-agricultural lands, the tenant is often asked to quit if he refuses to pay enhanced rent. Where the parties know their rights and practices are more definite, very little grievance seems to exist.

APPENDIX G.

APPENDIX C.

Serial No.	Name of executant.	Name of landlord.	Period of contract.	Area.	Sclani.	Rent.	Stipulation.	Remarks. (Date of execution of abutment.)
1	Mymensingh. Kali Mohan Saha of Balapur, district Mymensingh, at present Bhalrab Bazar.	Raja Jagat Kishore Acharya Chowdhury of Muktagachia, Mymensingh.	Kayami Mokarari ..	Acrea. 6K. 2G. 7Kak.	Rs. a. p. 5,000 0 0	Rs. a. p. 72 0 9 yearly.	Transferability and heritability ; will get abatement on rent in case of diluvion ; will have foremost claim for settlement of alluvial land on payment of salami, etc. ; will pay all taxes for the time being in force ; interest at 34 per cent. on default ; has full right to utilise the land in any manner the lessee chooses ; is entitled to build houses, structures, etc. to excavate and fill up lands, etc. ; will not be entitled to obstruct the landlord to levy tolls, etc., from the bazar ; possesses the right of planting, cutting or selling the trees ; will not be entitled to harm or to cause any harm of the hazard ; otherwise must compensate with the cost of the same ; will get foremost portion of the land in case of acquisition what will be awarded by the court.	10-5-1337 B. S.
2	Maimin Ch. Dags and others of Bhalrab Bazar.	Ditto ..	Ditto ..	.. 3 or 1G. 11Kak.	156 0 0	23 15 6	Transferability and heritability ; will get abatement of rent in case of diluvion ; will have foremost claim for settlement of alluvial land on payment of salami, etc. ; will pay all taxes for the time being in force ; interest at 34 per cent. on default ; has full right to utilize the land in any manner the lessee chooses ; is entitled to build houses ;	10-8-1031

3	Gobinda Ch. Roy of Choudhury Bhalrab Bazar.	Ditto	..	3K. 19G. 2Kr. 3Kak.	5,000 0 0	177 10 15 gandas yearly.	Ditto	22-6-1322 B.S.
4	Messrs. Landale Clark, Ltd., at 11, Clive Street, Calcutta.	Ditto	..	17B. 15C. ..	12,795 0 0	443 12 0 yearly.	Ditto	21-3-1916
5	Abdul Hamid Mia of Bhalrab Bazar.	Ditto	..	013 or 3 Kora	46 0 0	8 0 0 yearly.	Ditto	19-3-1931
6	Sk. Kadir Bux and others.	Ditto	..	4K. 6G. 3Kr.	3,500 0 0	120 0 0	Same as Serial No. 1	5-2-1321 B.S.
7	Blupendra Mohon Pal of Bhalrab Bazar.	Baja Jagat Kishore Acharya Chowdhury of Muktagachha.	..	6G. 3Kr. 1Kak.	700 0 0	4 0 0 yearly.	Same as Serial No. 2	16-5-1325 B.S.
8	Pran Kumar Saha of Bhalrab Bazar.	Ditto	..	1K. 4G. 3Kr.	1,500 0 0	3 8 0 yearly.	Ditto	26-8-1335 B.S.
9	Aswini Kr. Rudra Pal of Bhalrab Bazar.	Ditto	..	026 or 14Gds.	300 0 0	7 8 0 yearly.	Ditto	21-6-1936
10	Hazi Asmat Ali Bepari of Chandibet.	Ditto	..	10Gds. 11Kak.	1,250 0 0	19 0 0	Ditto	27-2-1938

excavate and fill up lands, etc.; will not be entitled to obstruct the landlord to levy tolls, etc. from the Bazar; possesses the right of planting, cutting or selling the trees; will not be entitled to tax or to cause any harm of the bazar; otherwise must pay compensation plus the cost of the court; in case of acquisition, will get compensation of the land as will be awarded by the court.

Will keep the local officers as well as the landlord informed about any case of the kind in time; in case of non-compliance will compensate for any loss suffered.

Serial No.	Name of executant.	Name of landlord.	Period of contract.	Area.	Selami.	Rent.	Stipulation.	Remarks. (Date of execution of Kabuliyat.)
	Bogra.			Acce.	Rs. a. p.	Rs. a. p.		
1	Surabala Sarkar, wife of Jagadeh Ch. Sarkar of Beggaon, police-station Lohajang, district Decca, at present Bogra Town.	Montasuddin Mondal and others of Tantania, police-station Bogra, district Bogra.	Mokarari ..	.0658½	67 0 0	10 0 0 yearly.	Transferability and heritability; falling payment of rent, the tenant is liable to pay at 12½ per cent. per annum; tenants are allowed to build pucca structures, except wells, etc.; tenant's right to plant trees cut down and sell it; will get compensation according to their rights if the land is acquired by Government; has full right to utilize the land at his will subject to payment of all taxes.	17-4-1939, (Chirashiyi) Mokarari.
2	Name is not available	....	Dar-Mokarari ..	.0500	40 0 0	0 12 0 yearly.	Transferability and heritability; liable to pay interest on failure of payment of rent; will pay road cess, etc., and any other new tax; will get the compensation of the land if acquired.	16-2-1940, Dar-Mokarari.
3	Ditto ..	....	Ditto ..	.2239	525 0 0	0 12 0 yearly.	Transferability and heritability; liable to pay interest on failure of payment of rent; will utilize it at his will, erect structure and excavate tanks, etc.	20-2-1940
4	Pran Gopal Dutta of Sherpur town, police-station Bogra, district Bogra.	Surendra Nath Sarayal of Sherpur town, police-station Bogra, district Bogra.	Korta for homestead lease for 9 years.	.7075	..	3 8 0 yearly.	Will surrender the land after the term of lease; failing payment of rent the tenant is liable to pay interest at 1 per cent. per month; the tenant is not entitled to cut and sell trees; liable to pay road cess, etc., and any other new tax; will take possession of the land, if disposed of at his own cost, entitled to utilize the land only for the purpose during the term of the lease; only vacate the land on the expiry of the lease.	31-1-1940

6	Nambi Bardar of Fuhari, police-station Sherpur, district Bogra.	Jamal Hossain Mondal and others of police-station Fuhari, Sherpur, district Bogra.	Korta for homestead lease for 5 years.	-14	..	5 0 0 yearly.	To be utilized for residential purpose only; liable to pay interest on failure of payment of rent at the rate of 10 rupees per mou. The land will be the road cess etc. and is liable to pay any other new tax; entitled to plant trees and use the fruits of the trees except that of one mango tree; is not entitled to cut down and sell the trees; will take possession of the land, if dispossessed of, at his own cost.	13-3-1940
1	Burdwan. Santimayee Debi, wife of Sanhar Nandan Banerjee of Khajurdih, police-station and sub-registry office Katwa, district Burdwan.	Bomkeeh Purahit of Khajurdih, police-station and Sub-registry office Katwa, district Burdwan.	Maurashli Mokarari	-13	175 0 0	0 2 0 yearly.	Transferability and heritability; rent fixed in perpetuity; liable for interest in case of default of rent; has absolute control over the land subject to payment of rent.	21-1-1940
2	Tincoori Mukherjee of Kalna Bhaduri para, police-station Kalna, district Burdwan.	Bholaanath alias Abhaya Kumar Bhattacharjee of Kalna Bhaduri para, police-station Kalna, district Burdwan.	Mokarari	-04	15 0 0	1 0 0 yearly.	Ditto	27-9-1937
3	Kallipada Majhi of Kalpur, police-station Bhatar, district Burdwan.	Kshetranath Gangopadhyay of Barua police-station Bhatar, district Burdwan. Present address:—Burdwan, Bale Protappur, police-station Burdwan, district Burdwan.	Maurashli	-09	16 0 0	1 2 0 yearly.	Transferability; and heritability subject to payment of all taxes for the time being in force; liable for interest on default of rent fixed in perpetuity; has absolute right to utilize the land according to his own free will; transfer to be recognised by the landlord.	6-4-1940
4	Lakshmi Kanta Sealait of Burdwan, district Burdwan.	Chandra Nath Mukherjee of Uttara police-station Uttara para, district Hooghly.	Two years' lease	-02	..	4 0 0 yearly.	Is allowed to erect kutcha structure; in case of permanent permission is required; rent payable quarterly; failing payable interest at 1 per cent. payment of rent will surrender the land on the expiry of the term.	25-2-1940

Serial No.	Name of executant.	Name of landlord.	Terms of contract.					Remarks. (Date of execution of Kabuliya.)
			Period of contract.	Area.	Selami.	Rent.	Stipulation.	
	Mymensingh.			Acres.	Rs. a. p.	Rs. a. p.		
1	Mr. Henry Roalst	Maharaja Kanto Acharya Chowdhury of Muktagachia.	Dalari Kabuliya...	1. 190 or 1 pura 2 K. 5 G. (local measurement).	50 0 0	52 3 3	Tenant-at-will with transferable and heritable right to structures (Dalari Kabuliya) but no right of the instalments; interest will be charged at 6 pias per rupee per month; tenant is not allowed to cut down trees or to excavate land; tenant is permitted to construct structures, cut down trees, if necessary; landlord should be intimated when such structures are added and shall have the first preference, entitled to structure value in case of acquisition and landlord will get the value of land and trees; tenant is to be considered as tenant-at-will until pucca structures are constructed; agreed to vacate the land at the will of the landlord; shall pay all the taxes for the time being in force.	17-6-1298 B. S. *
2	Balkuntha Nath Guin.	Ditto	Ditto	5 K. 15 G.	25 0 0	13 8 9	Same as in Serial No. 1. Allowed to construct pucca ghats, allowed to rear and catch fish from tank.	17-4-1298 B. S.
3	Raja Raj Krishna Singh.	Ditto	Ditto	5 K. 15 G. 3 Kara.	100 0 0	18 1 3	Same as in Serial No. 1	12-4-1298 B. S.
4	Tahuddin Ahmed ..	Ditto	Ditto	4½ Cotta	60 0 0	13 4 6	Same as in Serial No. 1.	20-4-1298 B. S.
5	Najim Bichari ..	Ditto	Ditto	1 K. 11 G.	50 0 0	4 13 6	Heritable right to construct structure for the use of officers with no right on the land.	20-10-1298 B. S.

6	Abdul Bahaman alias Ramanath Misri.	Ditto	..	Ditto	..	23 15 9	Heritable right to construct pucca structure with no right on the land; failing pay- ment of due instalments, damages with interest will be charged; not allowed to cut down trees or to excavate land; permitted to construct structures and cut down trees if necessary; landlord should be intimated when such structures are sold who will have the first preference; entitled to structure value in case of acquisition; the landlord will get the value of land and trees; if struc- tures are not constructed within three years from date tenant-at-will; agreed to vacate at the will of the land- lord with 15 days' verbal or written notice; to be consti- tuted as a tenant-at-will in case of default of terms for three consecutive years and is liable for eviction on 15 days' notice and arrear rent will be realized by selling the structures.	17-1-1320 B.S.
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pucca structures, walls, etc., shall be constructed within 9 months from the date of Kabulyat; failing pay-ment of instalment due, compensation will be made on full realization; not allowed to cut down trees or to excavate land; entitled to the value of structures in case of acquisition and the land- lord will get the value of trees and lands; landlord will have first preference to struc- tures when sold; failing construction of structures within 9 months by the tenant, the landlord will have the right to resume the land; if the land is resumed within one year the tenant is allowed to utilize the structure in any way with permission.

Serial No.	Name of executant.	Name of landlord.	Terms of contract.				Remarks. (Date of execution of Kabu-lyast.)
			Period of contract.	Area.	Selami.	Rent.	
7	Nanda Kumar Roy	Maharaja Soshi Kanto Acharya Chowdhury of Muttageachina.	Dalant Kabullyast ..	Acres. 2K 2Kr. ..	Rs. a. p. 75 0 0	Rs. a. p. 6 5 3	13-6-1920 B. S.
8	Sitanath Das ..	Ditto ..	Tenant-at-will ..	1K 1Ch 17½G.	1,800 0 0	44 9 9	14-8-1927 B.S.
9	Sirish Ch. Chowdhury	Ditto ..	Dalant Kabullyast ..	1K. 15Ch. ..	200 0 0	1 9 0	22-7-1929

13-6-1920
B. S.14-8-1927
B.S.

22-7-1929

Vide Serial No. 6

A tenant-at-will; allowed to construct structure for business purpose only and for no other purpose; failing payment of instalments, interest will be charged at six pias per rupee per month; the tenant is not entitled to claim pucca settlement; not allowed to cut own trees or to enclose the land; entitled to structure value in case of acquisition; the landlord will get the value of lands and trees; not allowed to transfer the land; the landlord will be intimated when structures are sold who will have the first preference; agreed to vacate on 3 months notice; if the tenant fails to do so, the right of the landlord to the right allowed will extinguish and the land will be resumed by the landlord and the tenant will either remove his structure or sell the same according to the rates prevailing at the time.

A tenant-at-will for first 3 years; if pucca structures be not constructed within 3 years from date, the tenant will be deemed to be tenant-at-will; the name of the heirs must be substituted within 1 year, failing which the right will be of a tenant-at-will; the tenant is liable to eviction.

Serial No.	Name of executant.	Name of landlord.	Terms of contract.					Remarks. (Date of execution of Kabulyat).
			Period of contract.	Area.	Selami.	Rent.	Stipulation.	
				Acres.	Rs. s. p.	Rs. s. p.		
11	Abdul Khaleque Mia	Maharaja Sohil Choudhury of Chaudhury, Muktagachha.	Tenant-at-will	1K.14Ch. ..	470 0 0	15 12 0	Same as in Serial No. 10 ..	8-11-1933
12	Ram Narayan Mishri	Ditto	Ditto	2K. 15Ch. ..	445 0 0	27 8 0	If mutation is not made within one year from the date will be considered as a tenant-at-will; the right in the land is heritable but not transferable; landlord should be indemnified when structures are sold who will as a tenant; preference; falling payment; no interest; mens. interest will be charged at six pias per rupee per month; will not claim for pucca settlement; not allowed to cut down trees or to excavate lands; allowed to construct pucca structure or to cut down trees if necessary; entitled to the value of structures in the case of acquisition and the landlord will get the value of trees and plants; will pay all taxes for the time being in force.	23-4-1934
13	Ayesha Akhtar Khatun.	Ditto	Ditto	3K. 15Ch. ..	100 0 0	3 2 3	As in Serial No. 10 ..	3-1-1938
Gomila.								
1	Ankul Chandra Bha Choudhury of Bahpur, Chauri, district Tipperah.	Rajmohan Pal of Kandipur, Comilla, district Tipperah.	Kayami Mokhari	14 acres	173 0 0	3 9 0 yearly.	Rent fixed in perpetuity; transferability; heritability; has absolute right subject to payment of rent plus interest on failure.	10-7-1938
2	Hayarannessa Biddi, wife of late Manvi Hasi Alam of Bahapur, district Tipperah.	Sultan Mia of Bahapur, district Tipperah.	Lease for 5 years. Homestead land.	54 acres	10 0 0	2 0 0 yearly.	Will pay all prevailing rates of taxes; will not claim abatement of rent for inundation or drought.	31-12-1938

3	Kiranshabhi Chakravarty of Kandipur, police-station Tipperah.	Kabitra Shaha of Kandipur, police-station Tipperah.	Two years	..	Length 30 ft. Breadth 21 ft.	22 0 0 per month.	..	Monthly tenant; will not be allowed to demolish any part of the structure or alter it; the landlord will pay municipal tax; is liable to ejectment on failure to pay rent; 15 days' notice to quit.	9-3-1939
4	Tarak Ch. Dutta and others of Comilla, Rajganj, district Tipperah.	Silraj Sukul of Comilla, Rajganj, district Tipperah.	Lease for 5 years	..	Length 18C. Breadth 11C. and length 194C. Breadth 54C.	..	27 8 0 per month.	The tenant will pay municipal tax; ejectment on one month's notice in case of failure to pay rent.	1-3-1946 H.S.
5	Tam Nath Rakshit of Comilla.	Suresh Chandra Banerjee and others of Comilla.	Lease for 6 months.	6	One building 34 square feet, 7 decimals.	..	5 0 0 per month.	The tenants will be ejected within 15 days' notice; falling payment of rent, the interest will be charged at Rs. 2 per month; the tenant will pay municipal taxes.	7-12-1939
6	Harindra Kr. Sarkar of Krishnapur, Comilla, district Tipperah.	Hemango Mohan Borthan of Comilla.	Lease for 3 years for homestead.	..	8 decimal	..	2 0 0 per month.	Ditto	13-7-1939
7	Madan Mohan Kaitbaria Dass of Sohagpur, district Tipperah.	Santatan Namadas and others of Jagadishpur, district Tipperah.	Lease for one year	..	Length 22C. Breadth 20C. 5 acres.	..	6 0 0 per month.	Falling payment of rent, the tenant is liable to pay compensation.	25-2-1935
8	Messrs. Chittagong Co., Ltd., of 6, Royal Exchange Place, Calcutta.	Gagan Ch. Pal and others of Talashar, district Tipperah.	Lease for 10 years for godown.	..	1.99 acres	..	Commission per annum per maund Rs. 4,000 yearly.	Falling payment of rent the tenant is liable to pay compensation and interest; the landlord will construct the house, godown and the hand Press, etc., if necessary; the tenant is allowed to retransfer the same; the cooly lines will be constructed by the landlord.	5-9-1935
9	Narayan Ch. Dass of Nasirpur, district Tipperah.	Kanala Ranjan Roy of Kasim Bazar, district Murshidabad.	Lease for 3 years. Ferry lease for 3 ghats.	..	....	..	20 0 0 yearly.	Falling payment of rent within the month of September the tenant will be ejected; no other party shall play during the term of the lease.	17-7-1938

Analysis of Kabuliyaats or Amalnamas executed by the tenants in favour of private landlords (District Rangpur).

Serial No.	Name of executant.	Name of landlord.	Terms of contract.					Remarks. (Date of execution of Kabuliyaat.)
			Period of contract.	Area.	Selaml.	Rent.	Stipulation.	
	<i>Town.</i>			Acres.	Rs. a. p.	Rs. a. p.		
1	Munshi Md. Amirulla Mia.	Maulvi Md. Achhak ..	Ten years for house rent.	4 Kall	..	200 0 0 per year fixed.	On the expiry of the lease another settlement will be made; repairing expenses, if any, will be deducted from the rent; failing payment of rent the landlord will realise his dues with interest at 2 pice per rupee per month.	18-12-1938
2	Achman Bibi ..	Hafez Abdul Ali and Abdul Majid.	Four years for (shop) tin structure.	31	..	2 0 0 per month.	Repairing cost will be borne by the tenant; in case of accident the repairing costs will be borne by the landlord.	21-2-1940
3	Jasimuddin Ahmed	Kalusannassa Bewa and others.	Permanent Mokrari right by the execution of Mokrari Kabuliyaat.	27 (according to Settlement Measurement.)	250 0 0 payable.	15 0 0 per year fixed.	Falling payment of instalments due, interest will be charged.	1-5-1939
4	Dabiruddin Ahmed	Maulvi Abdul Karim Mia and others.	Mokrari lease ..	22	50 0 0	2 8 0 fixed.	Falling payment of instalments due, interest will be charged; tenant is allowed to construct pucca buildings, excavate tanks, etc., at his own expense.	21-2-1940
1	Sm. Benodini Keor <i>M'fessal.</i>	Bhabesh Ch. Sarkar	Permanent Mokrari Rayat by Mokrari Patta.	6 20 4	180 0 0	3 0 0 per year fixed.	Falling payment of instalments due, compensation will be made by the tenants; in case of dispossession, the landlord is liable to refund the selami with interest at 6½ per cent. per annum.	7-2-1940

2	Md. Abdul Majid Mia.	Abdul Gafur Mia ..	Ditto	..	79	..	25 0 0	Gds.	5 8 6 1/2	Falling payment of due instalments, interest will be charged; in case of acquisition by public bodies, compensation will be divided according to shares; in case of dispossession the whole amount paid up to date will be refunded with interest at 2 per cent. per month; tenant is allowed to construct buildings, and to excavate tanks, etc.	2-1-1940
3	Basaratulla Sarkar	Haji Md. Ali Fate Md. Mia.	Permanent Dar- Mokrari Patta.	..	18	..	56 0 0	6 8 0 per year.	Ditto	..	23-1-1940
4	Rezauddin Mondal and others.	Raj Kumari Usha Prova Dey.	Permanent Mokrari	....	..	..	272 0 0	86 0 0 per year fixed.	Falling payment of due instalment interest will be charged at 2 per month; tenant is allowed to construct pucca structure or excavate tanks, etc.	18-3-1934
1	Mymensingh. Dhanath Pal ..	Maharaja Soshi Kanto Acharya Chaudhury.	Tenant-at-will	..	2 Cottas	..	..	2 3 0	Entitled to construct kutcha structures; not to excavate the land; agreed to vacate the land at the will of the landlord with due notice; rent enhanceable after two years.	30-12-1300 B.S.
2	Hakum Chand Pat- wari.	Ditto	Ditto	..	18 G 13 Kak	..	..	6 1 6	Allowed to construct pucca plinth, pucca privy; will have no right other than the right of a tenant-at-will; agreed to vacate at the will of the landlord; no transferable right; falling payment of instalment due. Interest will be charged at one per cent. per month or pay compensation according to law; in case of acquisition the landlord will get the value of land; not to cut down trees or to excavate lands.	29-3-1321 B.S.

Serial No.	Name of executant.	Name of landlord.	Terms of contract.					Remarks. (Date of execution of Kabuliya.)
			Period of contract.	Area.	Selami.	Rent.	Stipulation.	
3	Khiroda Bibi ..	Maharaja Sombh Kanto Acharya Chaudhury.	Tenant-at-will	Acrea. ·081 or 5K. 2Ch.	Rs. a. p. 20 0 0	Rs. a. p. 2 13 3	Not entitled to construct pucca structures; not allowed to excavate on one month's notice; agreed to vacate the land at the will of the landlord; will not claim any compensation; not allowed to transfer the land; falling payment of instalments interest will be charged at one per cent. per month; not to cultivate the land; shall pay all the taxes for the time being in force.	23-2-1324 B.S.
4	Jornukial Agarwala	Ditto ..	Ditto	5K. 2G. 1Kara	450 0 0	17 1 0	Will not be entitled to use the land in any purpose other than erecting a tin shed; will not claim any right other than the right of a tenant-at-will; agreed to vacate at the will of the landlord with one month's notice; will not claim any compensation at removal cost; rights not transferable; falling payment of instalments due interest will be charged at one per cent. per month; the landlord will get the value of land in case of acquisition; not entitled to make any pucca constructions on the land; not to cut down trees or to excavate lands; run enhanceable.	..

5	Kristo D's Saha ..	Ditto	..	7G. 2 Kak	..	925 0 0	2 3 9	Falling instalment, will pay interest; agreed to vacate the land at the will of the landlord on 15 days' notice; will not claim any removal cost; not entitled to excavate tanks or dig wells, etc.; will not claim any right other than the right of a tenant-at-will; not entitled to cut down trees or to excavate lands; in case of acquisition, the landlord will get the compensation for the land.	27-1-1343 B.S.
6	Mahmuddin Sheikh	Ditto	..	1-020 or 15K 15G 1Kak (local measurement).	..	124 0 0	15 11 0	Falling payment of rent interest will be charged; will not claim pucca settlement; will not be entitled to cut down trees or to excavate lands; in case of acquisition, the landlord will get the value of trees and land and will not be allowed to make any pucca construction or to dig wells; will not claim any right other than the right of a tenant-at-will; agreed to vacate at the will of the landlord on 15 days' notice; land not transferable.	26-8-1345 B.S.
7	Rehail Kanta De and another.	Ditto	..	367 or 5K 174G (local measurement).	..	175 0 0	17 6 0	Ditto	10-2-1345 B.S.
8	Hulash Chand Patwari and others.	Ditto	..	0271 or 8G 2Kara. (local measurement).	..	60 0 0	1 14 6	Ditto	28-4-1345 B.S.

Estate of Maharaja Soohi Kanto Acharya Chowdhury of Muktagacha, Mymensingh.

Serial No.	Name of executant.	Name of landlord.	Terms of contract.					Remarks. (Date of execution of Kaba-lyat.)
			Period of contract.	Area.	Selami.	Rent.	Stipulation.	
1	Charubala Peshkar	Maharaja Soohi Kanto Acharya Chowdhury.	Tenant-at-will ..	Acres. .. 1K. 6gda. ..	Rs. a. p. 50 0 0	Rs. a. p. ..	Tenant-at-will with right to construct pucca plinth, pucca privy and pucca wall; not entitled to claim any right other than the right of a tenant-at-will. In case of eviction no damage is allowed for pucca structure.	11-11-1315 B.S.
2	Brojendra Sanyal ..	Ditto	Ditto ..	3K. 17G. 1Kr.	350 0 0	14 0 0 per year.	The terms are in existence from time immemorial and should be transferred without the consent of the landlord; no right of transfer. A tenant-at-will. In case of default of rent, interest is payable at 25 per cent; liable for the payment of all taxes for the time being in force; the tenant-at-will is entitled to excavate the land and to cut down the trees; allowed to construct pucca wall, pucca privy, pucca foundation and pucca compound wall; will get no damage or compensation for construction of any structure; in case of acquisition of the lands for public purpose, landlord is entitled to the value of trees and lands and tenants entitled to get the value of structures; will inform the Police and the landlord in case of any change; he shall vacate the land if he shall receive notice of the landlord on 15 days' notice.	3-10-1316 B.S.

3	Pzari Mohon Saha Podder and another.	Ditto	..	Ditto	..	5K. 7Ch.	..	25 0 0	28 0 0	Ditto	..	23-8-1927 B.S.
4	Purna Seshi Dey ..	Ditto	..	Ditto	..	10K. 2Ch.	..	250 0 0	8 8 0	Ditto	..	25-5-1936 B.S.
5	Nur Md.	Ditto	..	Ditto	..	2K. 12Ch.	..	20 0 0	2 3 3	As in item No. 2, excepting that the tenant will be entitled to construct pucca wall and with corrugated roofings. pucca privy.		23-12-1935
6	Monorana Dehi ..	Ditto	..	Ditto	..	12K. 2Ch.	..	600 0 0	10 1 3	As in item No. 2 ..		1-10-1936
7	Anta Estema ..	Ditto	..	Ditto	..	11K. 2Ch.	..	400 0 0	8 14 6	Ditto	..	22-2-1937
8	Mani Bhushan Mazumdar.	Ditto	..	Ditto	..	7Ch.	..	26 0 0	0 6 3	Ditto	..	9-5-1938
1	Mymensingh. Kadambari Peshakar	Maharaja Kanto Chowdhury.	Seshi Acharya	Tenant-at-will	..	1 K. 7½ Gandas (local measure- ment).	..	..	4 4 9	Falling payment of rent interest will be charged at 6 pies per rupee per month; not entitled to excavate the land or to cut down trees; In case of acquisition, the landlord will get the value of trees and lands; not entitled to make pucca constructions; liable to payment of all taxes for the time being in force; will inform the Police and the landlord in case of crime; will vacate whenever asked for.		13-8-1904 B. S.
2	Gobinda Ch. Dutta	Ditto	..	Ditto	..	3 K. 10 G.	..	..	8 0 0	Ditto	..	1-11-1905 B.S.
3	Patan Bibi	Ditto	..	Ditto	..	1 K. 7 G.	..	..	4 3 6	Ditto	..	3-11-1908 B.S.
4	Md. Latif Bhui ..	Ditto	..	Ditto	..	10 G.	..	..	1 9 0	Ditto	..	28-3-1908 B.S.
5	Padma Loochan Sarna Biswas.	Ditto	..	Ditto	..	2 K. 5 G.	..	..	7 0 6	Ditto	..	24-12-1909 B.S.

Serial No.	Name of exccutant.	Name of landlord.	Terms of contract.				Remarks. (Date of execution of Khatuhyat.)
			Period of contract.	Area.	Selami.	Rent.	
				Acres.	Ra. a. p.	Ra. a. p.	
6	Purna Ch. Basak ..	Maharaja Soshi Kanto Acharya Chowdhury.	Tenant-at-will ..	2 K. 10 G. ..	225 0 0	7 13 0	29-3-1920 B.S.
7	Ahmed Beqari and another.	Ditto ..	Ditto ..	14 Ch. ..	1,800 0 0	44 0 0	11-8-1927 B.S.
8	Nalni Kanta Choudhury.	Ditto ..	Ditto ..	5 K. 15 Ch. ..	450 0 0	4 12 0	22-7-1929.
9	Chand Mia ..	Ditto ..	Ditto ..	14 Ch. ..	125 0 0	3 12 0	13-12-1932.
10	Gobardhan Nuniya	Ditto ..	Ditto ..	11 Ch. ..	80 0 0	7 8 0	13-12-1933.
11	Matijan Bawa ..	Ditto ..	Ditto ..	1 B. 3 K. 1 Ch.	100 0 0	18 0 0	30-9-1935.
12	Santi Lata Sur ..	Ditto ..	Ditto ..	18 K. 12 Ch. ..	170 0 0	14 15 6	2-10-1937.
1	Mynensingh. Sm. Kuchiamessa Khutun.	Maharaja Soshi Kanto Acharya Chowdhury of Muktagachha.	Permanent Nokeri right.	6 K. 44 G. ..	..	12 0 0 (fixed).	15-2-1922 B.S.

Same as in Serial No. 1. Allowed to construct pucca plinth, pucca privy; will not claim any right other than the right of a tenant-at-will; will receive any damage or compensation for compulsory eviction. Fifteen days' verbal or written notice will be required to evict the tenant; land not transferable. Tenant-at-will. Same as in item No. 6. The landlord will be intimated when the tenant wishes to quit and the landlord will have first preference; evictible on 3 months' notice; if the rent falls due for 3 consecutive years, will lose the tenancy right and is liable to eviction.

Right transferable and heritable; failing payment of instalment, interest will be charged at the rate of 6 pies per rupee per month; will remain res-pondent for any crime before this date failing which shall pay loss or damage.

2	Hon. Nawab Asan- ulla Khan.	Ditto	..	8K. 3½g.	..	25 8 2 (fixed).	Ditto	20-7-1288 B.S.
3	Mohesh Kishore Acharya Choudhury.	Ditto	..	4K. 2G. 3Kr. .. Dalan Kayeml Mokarari.	..	12 14 10	Falling payment of instalment interest will be charged at one per cent. per month; the tenant is allowed to construct pucca structures, excavate tanks, etc.; if the tenant fails to pay rent for 3 consecutive years, he will be regarded as a tenant-at-will and is liable to eviction with 15 days' verbal or written notice.	26-8-1307 B.S.
4	Juanendra Mohon Choudhury and another.	Ditto	..	1 Pura. 1K. 2½g.	..	53 9 0 (fixed).	Falling payment of rents, interest will be charged at one per cent. per month; right heritable and transferable; the tenant is allowed to construct pucca structure or to excavate tanks, etc.	20-9-1908
5	Anath Bandhu Guha	Ditto	..	3B ak. 1Ch. ..	325 0 0	15 0 0	Right transferable and heritable; falling payment of due instalments, interest will be charged at 6 ples per rupee per month; the tenant is allowed to construct pucca structures, etc.; the tenant is liable to eviction through Court for non-payment of due rent.	24-3-1926
1	Jhamesukur Wards Estate, 24-Parganas. Durga Charan Pramanik.	Kumar Narendra Nath Mitra.	..	1B. 1K. 13Ch. or .36 acre.	..	4 0 0 per bigha per year.	Compensation on account of acquisition; obtainable by landlord; falling payment of due instalments, interest will be charged at the rate of 24 per cent. and damage Rs. 25. Kins possession after the expiry of the lease.	5-9-1934
2	Entaj Shelih ..	Ditto	..	1B. 0K. 8Ch. ..	..	4 0 0 per bigha per year.	Ditto.	

Serial No.	Name of executant.	Name of landlord.	Terms of contract.					Remarks. (Date of execution of Kahr-lyat.)
			Period of contract.	Area.	Selaml.	Rent.	Stipulation.	
	<i>De Laveney Wards Estate, Comilla.</i> (Town.)							
1	Palash Ch. Deb ..	Mr. Pal Durby ..	One year (for shop)	4,002 cubits sq.	..	30 0 0 per month.	Falling payment of monthly rent, which will be realised by certificate with interest of 3-2 per cent. per month; on the expiry of the period of contract possession will be delivered in favour of the landlord; the tenant is not entitled to sub-let the shop at any price; if necessary to construct pucca structure; fifteen days' notice will be required to evict the tenant; in case of refusal of the tenant to vacate after due notice, Rs. 2 per diem will be charged.	1-7-1344 B.S.
2	Jadunath Das Gupta	Ditto	One year (for construction of house).	.09 acre	..	3 0 0 per month.	Ditto ..	7-2-1855
3	Ali Ulla and others	Ditto	Three years (for construction of house).	.91 acre	..	240 0 0 per year.	Falling payment of rent, the tenant is liable to pay interest at $1\frac{1}{4}$ per cent. per month plus Rs. 5 as damage.	23-5-1937
4	Giri Bala Ghosh ..	Ditto	Mokarrad settlement	1 Kani (local measurement).	4,000 0 0	4 0 0 per kani per year (fixed).	The tenant is entitled to construct pucca structure or road or to excavate tanks, etc.; falling payments of the instalments, interest will be charged at 2 per cent. per annum and 25 per cent. as damage.	21-3-1935

Serial No.	Name of executant.	Name of landlord.	Terms of contract.					Remarks. (Date of execution of Kahr-hyat.)
			Period of contract.	Area.	Selami.	Rent.	Stipulation.	
2	Meheruddin Biswas	Kshitish B. Roy and another.	Agreement for cow shed for 3 years.	Acre. ..	Ra. a. p. 385 0 0 per year.	..	Falling payment of rent, interest at one per cent. per month; arrears of rents will be realized by selling moveables and immoveables; will inform Police and the landlord in case of any crime; not allowed to carry on business which is injurious to health and reputation of the neighbourhood (Chaitanya year; in default, will be evicted without notice on the expiry of the term, a document will be executed for realisation of the arrears of rent.	20-7-1912.
3	Bopin Ch. Saha and another.	Banamal Roy ..	Chandi Jana ..	4 Kali (local measurements).	2 0 0 per year.	..	Falling payment of due instalment, interest at one per cent. per month; rent will be realised through Court, by selling of moveables and immoveables; not allowed to cut down trees; will pay existing rent; land not transferable.	19-10-1908 B. N.
4	Landel and Clark, Ltd.	Kshitish B. Roy and another.	Permanent Mokarri	8K. 13Ch. ..	32 12 9	302 3 6	Falling payment of instalment, interest at one per cent. per month or Rs. 25 as damage; will pay all the existing rents; entitled to construct all kinds of structures; allowed to cut down trees; land not transferable; arrears of rents will be realised through court; in case of acquisition the landlord will get his due share.	31-8-1919.

5	Umesh Ch. Malra ..	Banamali Roy ..	Tenant-at-will for homestead.	9 Kani (local measurement).	Rc. 1 0 0 4G.	..	14-9-1942 B. S.	Entitled to construct garden and homesteads; will pay all the existing rents; if no pucca structure or garden is constructed and if the lessee leaves the place, will have the right in the land, including payment of the instalment, damage at 2 per cent. per month.
1	Sardar Raj Wards Estate (Sardars). Purannnon Joshi ..	Kumar Prannatha Malia.	Permanent tenancy for homestead land.	10K.	18 12 0	..	27-3-1926	Will pay up all existing rent; in case of default of rent, interest at 2 per cent. per month; will have no right to mines and minerals; evictible on 3 months' notice; landlord will have first preference when the structure will be sold; rent enhancement and eviction without notice; no increased rent; not to be transferred; in case of acquisition, landlord will get the whole compensation; will get only abatement of rent; not allowed to instal any idol or excavate or to disfigure the land; allowed to plant, not to cut down trees; will not claim any damage for compulsory eviction.
2	Nree Nath Singh ..	Raja Prannatha Nath Malia.	Agreement for homestead.	3K. 6Ch.	60 12 0 per year.	..	16-3-1926	Not entitled to construct pucca structure; rent payable monthly; in default of monthly instalment, interest a two per cent. per month; will pay all existing rents; evictible on one month's notice; will not claim any compensation for compulsory eviction; arrears of rent will be realized by selling of structure through Court.

Serial No.	Name of executant.	Name of landlrd.	Terms of contract.					Remarks. (Date of execution of Kabuliyaht.)
			Period of contract.	Area.	Selami.	Rent.	Stipulation.	
	Bardwan.			Acrs.	Ra. a. p.	Ra. a. p.		
1	Bhewswar Mukherji	Durgadas Tewari	Rayatl Jama for household land.	5K. 5Ch. ..	3 8 0	..	For residential purpose; falling payments of due instalments, interest on the instalments charged; will pay all existing rents, agreed to vacate the land at the will of the landlord; not allowed to construct pucca structure; in case of land acquisition landlord will get land value; will pay all current taxes.	9-7-1924
2	Purna Ch. Barik ..	Shiladas Tewari and another.	Moktrari Kabuliyaht	12B. 10K. 0Ch.	62 8 0	1,600 0 0	Mokmari right; allowed to construct pucca structure or rice mill; dig wells or excavate tanks; in case of failure of payments of due instalments, interest at the rate of two per cent. per annum will be charged; arrears of rents would be realised through Court; in case of acquisition of land, the landlord would get the land value; tenant will pay all current taxes; damage to the land would be compensated by the tenant; not allowed to surrender or sell the land.	13-2-1326 B.S.
3	Mukunda Lal Marwari.	Durgadas Tewari ..	Lease for 9 years.	2K. 3Ch. 12Gds.	102 0 0	..	Lease of land with thatched structure for residential purposes; falling payment of due instalments, interest at the rate of 12 1/2 per cent. per annum will be charged; will pay all current taxes; not allowed to construct pucca structures, dig wells; agreed to vacate land with fifteen days' notice, on termination of the lease, separate arrangement will be made.	10-6-1927

1	Midnapore Zemindari Co., Limited. <i>Shikarpore Concern's Kabuliya.</i>	Midnapore Zemindary Company, Limited.	....	12 K. 10 Ch.	6 5 0 annually in 4 instal- ments.	..	8-3-1935	Settlement is for some khas lands within the Shikarpore Bazar—to build and conduct shop and to build residential houses adjoining the bazar; payment of due instalments; interest will be charged; arrears of rents will be realized through Courts—not allowed to claim any tenancy right; the tenants agreed that the land will not be used other than mentioned in the Kabuliya.
1	<i>Dumela Concern's Kabuliya.</i> Kishore Mohan Sarkar.	Ditto	Temporary lease for one year Kabuliya.	35 Acre	113 0 0 in instal- ments.	..	27-4-1939	Temporary lease of bazar (dally) —Falling due rent 25 per cent. damage or 18 per cent. interest will be charged; arrear of each of instalments would be deducted from the deposit money and if the deposit money is not paid within 15 days, the tenants will vacate the bazar khas without notice; arrears of rent will be realized through Court; the tenant is not allowed to transfer or sub-lease the bazar; will compensate in case of any loss to the zemindar, will inform the zemindar and police in case of any crime or accident; will observe all the rules fixed by the zemindar regarding collection of rents from shop-keepers and others.

Serial No.	Name of executant.	Name of landlord.	Terms of contract.					Remarks. (Date of execution of Kabu-lyak.)
			Period of contract.	Area.	Selaml.	Rent.	Stipulation.	
1	<i>Jhanapukur Wards Estate.</i> Shri Kr. Banerji ..	Kumar Narendra Nath Mitra.	Be-mayadi home- stead land.	Acre. 10K. 14Ch.	Ra. a. p. 27 3 0	Rs. a. p. ..	Right heritable but not trans- ferable; falling instalments, interest at the rate of 12½ per cent per annum will be charg- ed; in case of acquisition, landlord will get amount paid in case of sale, the tenant would inform the police and the landlord; not allowed to construct pucca structures; liable to eviction for any breach of contract.	5-4-1926.

**Analysis of Non-Mokorari Kabulyats for shops in respect of
lands at Bhairab Bazar.**

Analysis of Non-Mokorari Kabulyats for shops in respect of lands at Bhairab Bazar.

Serial No.	Name of executant.	Name of landlord.	Terms of contract.					Remarks. (With dates of the conveyance.)
			Period of contract.	Area.	Rent.	Selami.	Stipulation.	
1	Muzafar Bepari ..	Jagat Kishore Achar- ya Chaudhuri.	Temporary lease ..	Acres. ..14	Rs. a. p. 25 0 0 per year.	Rs. a. p. 300 0 0	On default of rent, interest at 3½ per cent. month; will not be entitled to construct structures for any purpose other than business purpose; shall not permit anybody to construct structure on the land; shall not keep the land vacant, without structures; shall pay all the taxes for the time being in force; will get the abatement of rent if the land is made kina; the land may be made kina on 10 days' notice; in default of payment of rent, the tenant is evictible on 15 days' verbal or written notice; in case of acquisition, he will get the compensation for structure only; not allowed to cut down trees without the permission of the landlord; will not be allowed to commit crime; will not be allowed to give shelter to the absconders or any criminal otherwise will be evicted; allowed to construct pucca plinth; evictible on 15 days' notice on payment of compensations for structure and improvement cost.	2-1-1936.
2	Thakurdas Banikya	Ditto ..	Ditto	..025	10 15 0 per year.	500 0 0	On default of rent, interest at 3½ per cent. month; will not be entitled to construct structures for any purpose other than business	5-10-1931.

3	Abdul Sajid Mia ..	Ditto	..	Ditto	..	-02	40 8 0 per year.	1,350 0 0	Ditto ..	5-4-1933 B. S.
4	Kadir Bux Sirkar ..	Ditto	..	Ditto	..	-01	15 0 0 per year.	900 0 0	Ditto ..	28-11-1935 B. S. 12-3-1929.

purpose; shall not permit anybody to construct structures; shall not keep the land vacant without structures; shall pay all the taxes for the time being in force; will be the absolute tenant of the land; land is made khas; the land may be made khas on 15 days' notice; in default of payment of royalty, the tenant is evictible on 15 days' verbal or written notice; in case of acquisition, he will get the compensation for structures; and shall be allowed to cut down trees without the permission of the landlord; will inform the police in case of crime; will not be allowed to give shelter to the absconders or any criminal otherwise will be evicted; allowed to construct puuca hut; evictible on 15 days' notice on payment of compensation for structure and improvement cost (and on construction of puuca structure, will not be entitled to any better right other than temporary Chandina right to the land).

Serial No.	Name of executant.	Name of landlond.	Terms of contract.				Stipulation.	Remarks. (With dates of the conveyance.)
			Period of contract.		Selaml.	Rent.		
5	Muzafar Munshi	Jagat Kishore Acharya Chau-dhuri.	Temporary lease ..	22 cubits x 20 cubits or 440 cubits sq.	Rs. s. p. 30 0 0 + per year.	Rs. s. p. 600 0 0	On default of rent, interest at 3% per month will not be entitled to construct structures for any purpose other than business purpose; shall not permit anybody to construct structures; shall not keep the land vacant without structures; shall pay all the taxes for the time being in force; will get the abatement of rent if the land is made kharab; the land may be made kharab on 15 days' notice; in default of payment of royalty the tenant is evictible on 15 days' verbal or written notice; in case of acquisition, he will get the compensation for structure only; not allowed to cut down trees without the permission of the landlord; will inform the police in case of criminal offences; shall be allowed to graze cattle to the extent of any criminal otherwise will be evicted; allowed to construct pucca plinth; evictible on 15 days' notice on payment of compensations for structure and improvement cost, (not allowed to construct pucca plinth, etc., without the permission of landlond).	19-1-1932 B.S.
6	Kadir Bux Sirkar ..	Ditto ..	Ditto ..	Ditto ..	30 0 0 per year.	600 0 0	Ditto ..	19-12-1931 B.S.

7	Delendra N. Bhatta- charji.	Ditto	Tenant at will	31 cubits x 10 cubits.	15 8 0 per year.	..	Same as in Serial No. 5	27-10-1931 B.S.
8	All Mahand Bepari	Ditto	Temporary lease	.02 acre	10 5 6 per year.	113 0 0	Same as in Serial No. 2	18-4-1939 B.S. and 1-9-1939.
9	Ismail Khan	Ditto	Ditto	.01 acre	8 8 0 per year.	..	Same as in Serial No. 5	22-12-1927 B.S.
10	Girindra Ch. Das Roy W.H. Dinabpur.	Ditto	Tenant-at-will	31 cubits x 10 cubits.	15 8 0 per year.	..	Ditto	27-10-1931 B.S.
1	Bogra Baidya and Planters, Ltd.	Rai Salub Kumud Nath Das and others.	Non-transferable Chaudina right.	.2075	60 8 0 per year.	..	In default of rent, interest payable at 25 per cent; not entitled to construct pucca structure or to ex- cavate tanks or dig wells without permission; in case of violation of this term, shall have to pay compensation; not entitled to undertake any work which is injurious to the land, or refuse or postpone of rent due, the rent will be realised on sale of moveables.	15-11-1937.
2	Danesh Md. Mia	Mahabub Ali Khan	Chaudina right.	.275	100 0 0 per year.	..	Ditto	28-7-1938.

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